

ORDER FOR SUPPLIES AND SERVICES				REQUISITION/REFERENCE NUMBER EQ9P2PCB-15-5002		PAGE OF PAGES 1 3	
1. DATE OF ORDER 7/30/15		2. ORDER NUMBER GS-P-09-15-KT-7007		3. CONTRACT NUMBER GS-23F-0168K		4. PDN NUMBER EP-GS-P-09-15-KT-7007	
5. ACCOUNTING AND APPROPRIATION DATA							
FOR GOVERNMENT USE ONLY	FUND	FUNCTION CODE	B/A CODE	CC-A	C/E CODE	FY	REGION
	CC-B	PROJ./PROS NO.	O/C CODE	ORG. CODE	W/ITEM	PRT./CRFT	
6. TO: CONTRACTOR (Name, address and zip code) HEERY INTERNATIONAL, INC. 999 PEACHTREE ST NE STE 300 ATLANTA, GA 30309 USA					7. TYPE OF ORDER		
					A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.		
					B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract.		
8A. Data Universal Numbering System (DUNS) Number (b)(4)					8B. Taxpayer Identification Number (TIN)		
9A. BUSINESS CLASSIFICATION					C. <input checked="" type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.		
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. SMALL DISADVANTAGED <input type="checkbox"/> d. WOMAN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL <input type="checkbox"/> g. VETERAN <input type="checkbox"/> h. SERVICE DISABLED VETERAN					D. MODIFICATION NUMBER AUTHORITY FOR ISSUING		
					Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged.		
10. ISSUING OFFICE (Address, Zip Code, and Telephone Number) 50 UNITED NATIONS PLAZA, FIRST FL SAN FRANCISCO, CA 94102-4912 United States					11. REMITTANCE ADDRESS (MANDATORY) HEERY INTERNATIONAL, INC. 999 PEACHTREE STREET, NE, STE 300 ATLANTA, GA 30309 GA USA		
					12. SHIP TO (Consignee Address, Zip Code and Telephone Number)		
13. PLACE OF INSPECTION AND ACCEPTANCE San Ysidro, CA 92173 United States					14. REQUISITION OFFICE (Name, Symbol and Telephone Number) 9P2PCB, GSA, D&C, AZ LAND PORTS OF ENTRY PE BRANCH,		
15. F.O.B. POINT Destination		16. GOVERNMENT B/L NUMBER		17. DELIVERY F.O.B. POINT		18. PAYMENT/DISCOUNT TERMS	
19. SCHEDULE							
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)			QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Please see attached						
20. RECEIVING OFFICE (Name, Symbol and Telephone Number) 50 UNITED NATIONS PLAZA, FIRST FL SAN FRANCISCO, CA 94102-4912 United States						TOTAL FROM 300-A(s)	\$4,286,158.00
21. MAIL INVOICE TO: (Electronic Invoice Preferred) GENERAL SERVICES ADMINISTRATION P.O. BOX 17181 FORT WORTH, TX 76102-0181				22. GROSS SHIP WEIGHT		GRAND TOTAL	
				23. SHIPPING POINT			
24A. FOR INQUIRIES REGARDING PAYMENT CONTACT:				24B. TELEPHONE NUMBER			
25A. NAME AND TITLE OF OFFEROR/CONTRACTOR (b)(6) Ted Sak				26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) Christopher Lee			
25B. SIGNATURE (b)(6)		25C. DATE SIGNED 8/20/15		26B. SIGNATURE (b)(6)		26C. DATE SIGNED 7/30/15	

**ORDER FOR SUPPLIES AND
SERVICES (Continuation)****THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS
RELATING TO THIS ORDER****PAGE 2
OF
PAGES 3**PDN NUMBER
EP-GS-P-09-15-KT-7007

DATE

ORDER NUMBER
GS-P-09-15-KT-7007

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	<p>AWARD PHASE 2 CONSTRUCTION MANAGEMENT (CM) SERVICES, SYLPOE</p> <p>This Task Order is issued to provide all of the required Construction Management services for Phase 2 of the overall Expansion & Reconfiguration Project at San Ysidro Land Port of Entry (SYLPOE). These services shall be provided per the attached scope of work dated 5/21/15 and in accordance with the terms and conditions of the schedule contract GS-23F-0168K. The attached contract clauses shall be incorporated into this order. Contract Completion will be forty-eight (48) months from the Notice to Proceed. Total Awarded Items: \$4,286,158.00</p>	1	LS	\$4,286,158.00	\$4,286,158.00

GSA300 List of Accounting Strings

Accounting String	Allocation
EP-GS-P-09-15-KT-7007.2015.192X.09.P0940001.PG51.PG221.N20.NCA00208.CA0345GG.....	\$714,786.00
EP-GS-P-09-15-KT-7007.2015.192X.09.P0940001.PG51.PG512.N20.NCA00208.CA0345GG.....	\$3,571,372.00



**CONSTRUCTION MANAGEMENT SERVICES
SOLICITATION NO. GS-09P-15-KTC-
FOR PROJECT NCA00208**

**PHASE II - EXPANSION AND RECONFIGURATION DESIGN-BUILD PROJECT
SAN YSIDRO LAND PORT OF ENTRY
SAN DIEGO, CALIFORNIA**

A Project of the
General Services Administration
Public Buildings Service

**CONSTRUCTION MANAGEMENT SERVICES
SPECIAL PROVISIONS - SCOPE OF WORK**
April 27, 2015 Rev. May 21, 2015

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PROJECT TITLE: **PHASE II: EXPANSION & RECONFIGURATION DESIGN
BUILD PROJECT, SAN YSIDRO LAND PORT OF ENTRY**

BUILDING LOCATION: **San Diego, CA**

PROJECT CONTROL NUMBER: **NCA00208**

CONSTRUCTION MANAGEMENT SERVICES

OWNER: **GENERAL SERVICES ADMINISTRATION**

SCHEDULED DATES:	Start	September 2015
	Completion	March 2019
	Closeout	September 2019

TOTAL ESTIMATED DESIGN-BUILD AT AWARD: **\$150,000,000-\$170,000,000**

SECTION I. PROJECT

A. BACKGROUND

The San Ysidro Land Port of Entry (SYLPOE) is the busiest land port in the world. The 30-year-old outdated facility can no longer support nor enforce the missions of the U.S. Customs and Border Protection (CBP) and Immigration and Customs Enforcement (ICE). The SYLPOE processes approximately an average of 50,000 northbound vehicles and 25,000 northbound pedestrians per day. The San Diego Association of Governments (SANDAG) predicts an increase in vehicle traffic at San Ysidro of up to 70% by the year 2030. SANDAG's studies indicate a substantial economic impact of roughly \$8.4 billion in lost revenue to the region resulting from increased wait times at the border. Given the delays at current traffic volumes, capacity of the SYLPOE must be increased to accommodate regional growth. To address these growing concerns the SYLPOE is currently undergoing a three (3) phase Expansion & Reconfiguration Project estimated to cost over \$500M. Phase I was recently completed in 2014, Phase III is currently under design and will likely begin construction in 2016, and Phase II is being solicited for a Design-Build (D/B) Contractor to begin work by end of 2015.

The scope for the Phase II D/B Contract of the overall Expansion & Reconfiguration Project at the SYLPOE will include demolition of the existing pedestrian facilities to provide space to construct a new northbound pedestrian processing and detention facility, exterior pedestrian plaza, renovation of the historic customs house, southbound pedestrian facility, as well as two pedestrian walkways, and electrical generator yard.

The total space requirement for Phase II consists of approximately 127,400 building gross square feet, available for use by CBP and ICE personnel no later than the end of Fiscal Year 2019.

B. SCOPE

Provide Construction Management (CM) services on the D/B Phase II Expansion & Reconfiguration project will include the design, construction, and contract close-out phases that consists of providing all labor, equipment, and materials to manage the build-out of this project.

The building shall be designed and then constructed to meet GSA's P100 Facilities Standards for the Public Buildings Service and U.S. Land Port of Entry Design Standards. Complete lists of reference documents are included herein. The project is to achieve the U.S. Green Building Councils Leadership in Energy and Environmental Design (LEED) Certification of Gold Rating, but is planning to get Platinum Rating.

The facility will be designed in metric measurement units, with Imperial units in parenthesis.

This project will utilize a CM and Commissioning Agent (CxA) that has been involved in similar Land Port of Entry Projects. The CM will hire and manage the commissioning agent (CxA) as a sub-consultant to commission all new mechanical and electrical work, and to perform functional performance testing.

The project team will use available industry computer software (such as ePM) for the collection, storing, dissemination, and management of all project information.

The CM shall serve as a facilitator and coordinator of the activities of all parties to ensure that the project execution proceeds according to plan. The overall project will be a design/build procurement. During the Design Development and the Construction Documents Phases, the CM shall perform services relating to design, budget and schedule review. The CM shall serve as the value engineering (VE) consultant. The CM shall participate in the commissioning requirements process, and shall work with the GSA to identify appropriate commissioning program goals and to develop supporting inspection and testing practices to meet the objectives of the project commissioning plan. During the Construction Delivery Phase, Closeout Phase and Occupancy Phase the CM will provide services to ensure that the design intent is realized in the completed facility, and conveyed successfully into facility management, operation and maintenance.

In the performance of the requirements of this contract, the CM shall work in concert with other parties on the Project Delivery Team. The Project Delivery Team will include other contractors, the GSA personnel, customer agency representatives, and other stakeholders. The CM shall develop, periodically update, and maintain throughout the

course of the project, a listing of the Project Delivery Team members and respective roles and responsibilities. The other GSA-contracted major parties involved or to be involved in the Project Delivery Team, and their respective overall roles and responsibilities, are as follows:

The Commissioning Agent (CxA), sub-consultant to the CM is responsible to develop commissioning requirements for incorporation in the D/B contract performance specification and to provide documented confirmation that the completed facility fulfills the functional and performance requirements of the GSA, the facility occupants, and the facility operators. The CxA shall perform work as necessary to verify and document compliance with the GSA performance objectives throughout design, construction, start-up, and the initial period of operation. The specific activities, tasks, and deliverables required of the CxA are further delineated in the CxA Section VII of this document.

The Design/Build (D/B) Contractor is required to perform three (3) components of work: Design Phase, Construction Phase and Close-out Phase services. The Design Phase includes providing Design Development and preparation of Construction Document services. The Construction Phase work includes performance of the construction. The Close-out Phase is to close-out all contracts in regards to the Phase II D/B project contract. The specific activities, tasks, and deliverables required of the D/B Contractor are further delineated in the D/B contract.

The D/B Contractor shall designer or Architect-Engineer (AE) to be the Architect of Record for the project and shall bear all responsibilities and liabilities attendant thereto.

The GSA may engage other parties to perform specialized duties and requirements as appropriate for the project.

C. BUDGET

The Estimated Cost of D/B contract at award of this project is in the range of \$150,000,000 - \$170,000,000.

D. SCHEDULE

<u>Milestones</u>	<u>Date</u>
Base Award Schedule:	
D/B Announcement/ RFQ Issued	04/09/2015
D/B RFQ Due	05/14/2015
D/B RFP Due	07/16/2015
Award	09/30/2015

Design Development/Construction Doc (Approximately) 10/01/2015 – 06/30/2016

Design Peer Reviews (TBD)

Construction Phase (Approximately) 04/01/2016 – 03/31/2019

Construction Peer Reviews (TBD)

Close out 04/01/2019 – 09/30/2019

Occupancy 05/31/2019

SECTION II. PROJECT GOALS AND OBJECTIVES

A. OVERALL GOAL

The overall goal of this project is to accommodate the projected needs of GSA and the federal inspection agencies at this LPOE facility for the year 2025. Behind this overall goal are the following objectives:

1. Evaluate the project requirements and provide a comprehensive plan for the phasing of construction for each of the projects.
2. Fulfill all applicable goals and criteria stated in the plans for each of the projects.
3. Provide coordination and documentation to interface with the security and space planners for consideration of their space and operational requirements.
4. Comply with the applicable safety and environmental requirements of the federal, state, county or city agencies.
5. Promote efficient space utilization throughout the facility.
6. Provide a facility that is accessible and usable by the physically disabled.
7. Renovate and expand the SYLPOE that in form, scale, and context, represents the dignity of the Federal Government.
8. Design and construct a SYLPOE that will be able to grow and expand in a logical and cohesive manner as the “Port of the Future”

9. Design and construct these projects within the approved construction budget and schedule.
10. Provide facility expansion capability.
11. That the SYLPOE be responsive to the surrounding community of San Ysidro.
12. Adopt sustainable design principles for the SYLPOE, including maximum energy efficiency and use of construction and landscape products and materials with recycled content. This project is to be designed to meet a LEED rating of Gold, but preferably Platinum, if possible.
13. Develop a facility that operates in conjunction with the adjacent inspection facility in Mexico.

SECTION III. GENERAL REQUIREMENTS

A. GENERAL

1. The Construction Manager (CM) shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and shall plan schedule, coordinate and assure performance of all services described herein. The CM shall provide construction quality assurance.

The CM shall fully understand the principles of Federal Contracting, Contract Administration and Management, be thoroughly conversant with the specifications and drawings, Federal Acquisition Regulations (FAR), GSA procedures guides and handbooks, understand the need for proper independent Government Estimates, and be able to provide GSA with sound judgment on contractual issues.

The CM shall provide leadership to the overall projects in carrying out all contractual functions in accordance with their contract with the Government and FAR.

The CM will provide the Government with advice on managing these projects in the following areas: approach to these projects, getting best value in the work being accomplished, necessary future actions, maintaining control of these projects, alternative design ideas, problem prevention and funding issues.

The CM will be proactive to these projects requirements and endeavor to foresee problems rather than react to them. The CM will incorporate measures to avoid potential construction claims, determine inadequate quality workmanship, identify ambiguities/conflicts in project documents, and provide alternate recommendations and solutions. The CM will coordinate these projects among concerned parties including the contractor, using agencies, GSA field office manager, vendors, public,

and other state and local agencies. The CM needs to be sensitive to the concerns of local public, and release information only in a manner approved by the CO. The CM shall determine where the contract schedule may indicate problems or delays and make recommendations to GSA of available options, which may keep these projects on or ahead of schedule and plan ahead for multiple, simultaneous contracts.

The CM will represent GSA and the Government on site, and with other entities and groups within the scope of their contract and as delegated by the CO. The CM will act as an extension of the Government's own forces, and will act in the Government's best interest at all times.

The CM will reside on site during construction, acting as the Government's designated representative. Absence of CM personnel from the site requires prior notification to and approval by the project's CO, along with the installation of a suitable substitute individual(s) during the proposed absence.

During the construction phases of this project, there will be contractors other than those performing the construction contracts and related design work, may provide and/or perform miscellaneous material, and/or services such as signage installation, painting, barricades, site work, arts-in-architecture services, opening ceremonies and commemorative items, such as cornerstones and plaques, and other installations. These miscellaneous contracts activities shall be monitored, inspected, coordinated, and managed by the Construction Manager under this contract.

The CM will be responsible for their work, document discussions and directions they provide, stand behind all inspections, and be accountable for their role in the overall construction process.

The CM shall chair weekly construction progress and coordination meetings and shall provide meeting minutes to these project teams thereafter.

2. The CM shall perform services as necessary to assist the CO to ensure:
 - a. That this project is designed to GSA Guidelines and the construction documents are well defined by the AE. Provide advice to help maintain these projects within budget. Also, that the Construction Contractor's scope of work is based upon the bid package comprised of the Construction Documents from the Architect-Engineer.
 - b. That the construction work is performed in conformance with applicable requirements for these projects and within the established project budget.
 - c. That the construction is completed within the scheduled construction contract's completion period.

- d. That the construction changes are handled promptly and in the best interest of the Government.
 - e. That prudent claim prevention/mitigation is practiced throughout the duration of the construction contract and all other project related contracts.
3. The CM shall furnish skill and judgment and perform services in the most expeditious and economical manner, consistent with the interests of the Government. The CM is responsible for:
- a. Providing management expertise and direction, including monitoring performance of other contractors, maintaining the overall GSA master schedules, overseeing financial accounts, monitoring proper sequence in the performance of the work and quality assurance inspection of construction for compliance with requirements. Including coordination with any GSA entities such as the GSA fire marshal, and other GSA specialties such as safety and environmental, ADA, elevator inspection, etc. This may also include the coordination of other third party inspections or reviews such as structural reviews, security design, etc.
 - b. Verify that the scope of these projects to be determined during the design phase is well defined, that these projects are designed within budget by the Architect/Engineer of the D/B, and that the construction bid packages are complete.
 - c. Verify construction work is performed in conformity with applicable construction contract plans, specifications, and other requirements, in light of the established budget.
 - d. Assisting the GSA project team with administrative tasks, including documentation, record keeping, required reports, payment validation, submittal and change order processing.
 - f. Provide technical expertise in Historic Preservation and associated structure upgrades of the Historic Customs House Building. There is also a portion of the project that will impact an adjacent privately own building, known as the International Building, that has been designated as a historic building on the national register. The CM shall have an inspector(s) specializing in Historic preservation of Historic buildings during the D/B contractor's renovation of the Historic Custom House Building and the protection of the International Building.
 - g. Advising the COR/CO immediately of any project-related problems which are beyond the CM's ability to resolve.

4. In all scope items, when the terms "recommend", "process", "provide", "clarify", or similar words are used as to an action, approval, rejection, etc., shall mean that the CM shall prepare all necessary documentation, correspondence, Government forms, and other documents that are necessary for the complete processing of the item, ready for signature and transmittal to the CO or other Government representative.
5. The CM will be considered to be responsible for providing professional services in accordance with industry standards of care and liable for the quality and thoroughness of its management effort and advice. The CM will not be considered to have failed to meet its contractual undertakings and will not be held responsible for:
 - a. Design deficiencies, if assigned Design Phase Services, provided the CM has reviewed the design during its development, has taken all reasonable measures to identify defects of commission or omission in the design, has advised the Government with respect to defects identified, and has taken all reasonable precautions to ensure that the construction contract bid package is complete.
 - b. Defective completion of construction, provided that the CM exercised all due diligence, utilizing competent personnel within authorized limitations, to make reasonably certain that construction was performed in conformity with applicable construction contract plans and specifications.
 - c. Time overruns, if assigned Construction Phase Services, provided the CM has taken all reasonable measures to anticipate problems and delays and make recommendations to GSA of available options to eliminate or minimize their adverse impact on completion of construction by the scheduled construction completion date.
6. Communications. The CM shall not contact agencies other than the GSA, including Federal, State and Local entities, press or media entities without prior notification to the GSA PM. All requests for information regarding this project shall be referred to the GSA PM for response. The CM shall not release information concerning these projects unless approved by the PM. The CM shall assist the CO in gathering all information necessary to respond to Freedom of Information Act (FOIA) requests.
7. Contractual Responsibility. The CM's contractual responsibility is to GSA. Requests for changes or other work out of scope of this agreement shall be referred immediately to the CO. With the exception of general condition items contracted for by the CM, the CM shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures; safety programs or procedures; or for acts or omissions of the D/B Contractor or subcontractor, agents or employees, designer or any other person performing any of the work, provided that the CM has competently & diligently executed the requirements of this contract.

8. Professional Ethics. It is considered that the service being offered and provided to the Government under this contract falls under the realm of an designer or other licensed professional and client relationship, and will be provided in accordance with the various codes of professional ethics and practice as issued by the several regulating bodies and professional societies as may be applicable, including the Business and Professions Codes of the State of California, and that the service provided will be in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed.
9. Job Site Relations. The CM shall establish and maintain proper businesslike and cooperative relations with the construction contractor and its representatives and with the Buildings Manager and, through the COR, with agency personnel at the work site. In addition, the CM shall adhere to the following guidelines:
 - a. The CM's official dealings shall be with the prime construction contractor and not directly with subcontractors. CM personnel shall not undertake to settle disputes or differences of opinion between the prime Contractor and his subcontractors, or between various subcontractors. Where differences of opinion exist between CM personnel and Government personnel, the differences shall not be discussed in the presence of the General Contractor or subcontractors.
 - b. The CM shall not disseminate any information concerning a specific project or any information that might be confidential, inflammatory, or derogatory. The CM shall not issue oral instruction to, or make any agreements with, the Prime Contractor or its representatives which affect the work in a material way, or which possibly result in a claim.
 - c. The CM shall not assume responsibility of the Construction Contractor, particularly in the area of coordination of work to be performed by subcontractors.
10. Government Records. All Government records, including those in the office of the CM, shall be protected from unauthorized use. The CM shall refer all requests for access to project records to the CO and shall not release any such records without CO authorization.
11. Staffing and Office Facilities.

The CM shall provide on-site and home office staff proposed in the management plan portion of the proposal that is accepted by the government.

This contract will include the costs of all office supplies and equipment, telephone and data equipment, janitorial services, utilities, desks, chairs, file cabinets, plan racks, copy machine, computers, software, printers, fax, and maintenance services for all equipment for all CM site personnel and GSA project team. This includes internet access and links between the D/B, CM and GSA project team as required to support the work. On-site office space for CM site personnel and GSA PM, CE/COR and CO will be provided by the D/B firm in an on-site trailer or building.

12. Additional Services. An initial reimbursable allowance budget of \$200,000 shall be established in this contract for these services. When directed by the CO, the CM may solicit competitive bids to provide the following services by subcontract or may provide them otherwise by in-house personnel or by consultant. Based on the bids received or proposal submitted by the CM firm, a firm fixed price shall be negotiated with the CM to provide the additional services. The negotiated fixed price may include a markup for profit that may vary according to the nature, extent and complexity of the work involved but shall not exceed 10% unless otherwise specified under this contract. The fixed price shall not include any markup for overhead unless the work is performed by the CM's own forces. These additional services are subject to prior approval by the CO. Services may include but not be limited to:

- a. All services provided after completion and acceptance of construction and post construction claims support services or other PCCS on as needed basis.
- b. Special studies.
- c. Surveys and Permits fees
- d. Photographic records beyond the normal scope of inspection service provided.
- e. Aerial Photographs.
- g. Expert testimony for appeals.
- h. Expertise as may be needed in unusual situations from specialty disciplines.
- i. Providing technical expertise, such as estimating, testifying as an expert witness and assisting GSA in resolving claims or responding to inquiries.
- j. A certification service of trade societies, institutes, etc.
- k. Provision of special equipment or trailers, unusual testing apparatus, etc.
- l. General Construction
- m. Other services as may be required by the CO.

13. Special Inspection and/or Testing Services. Special inspection and/or testing services ordered by the CO after initial contract award shall be provided by the CM or by subcontractor as additional services, the cost of which shall be reimbursable but shall not be included in the original contract price. The negotiated fixed price may include an administrative handling charge for awarding and administering the subcontract not to exceed five percent (5%), as the only allowed mark-up for these services. When inspection and/or testing services are required and/or directed by the CO, appropriate change orders shall be issued and amount therein shall not be exceeded without prior authorization by the CO. The CM will order necessary inspection and/or testing

services upon approval by the CO. Funds obligated for inspection and/or testing but not expended as of the completion of construction will be de-obligated by the Government in the form of a bilateral contract modification. Inspection and/or testing services will be initiated and performed as follows:

- a. At the request of the Government, the CM shall obtain and evaluate at least two proposals from qualified laboratories or firms, and make a recommendation for award to the CO.
 - b. Proposal for all inspection and/or testing services shall generally be priced on an hourly and/or unit cost basis and the CM will provide an estimate of the total amount of services necessary for adequate verification of the contractor's work.
 - c. Inspection and/or testing services shall be performed in strict compliance with requirements of contract documents. Inspection and/or tests above and beyond those specified may be performed after approval of the CO, based on CM recommendation. Inspection and/or testing services shall be coordinated with ongoing work at the site for efficient performance and so as not to delay work in progress. The CM is responsible for monitoring and directing the inspection and/or testing, analysis, and reporting of testing results. See Section V, Construction Phase Services.
14. Period of Performance. The period of performance of the construction management services shall be from the date of the Notice to Proceed until its completion based on the projected number of calendar days established as September 30, 2019 for full project completion and closeout.
15. Extensions to the Contract performance period shall be covered by modification to this contract except that the following conditions shall apply to any such modification extending the period of time or level of services:

At the time any such extension is found necessary, an analysis shall be made by the Government to determine the probable causes of delay to the construction contract and to assess whether any actions or failure to act by the CM, as required under this contract, could have reasonably contributed to the delay, and to what extent.

If it is found that the delays are caused by other than the CM, then a modification will be issued, if deemed necessary.

If, however, it is found that the CM caused the delays, through his actions, failure to act, mismanage or miscoordinate, or other elements of the services called for, the delays resulting in extension of the contract period, then the CM firm's degree of contribution to such delay shall be assessed and the cost to the Government for

such extensions to the contract period shall be reduced during negotiation to reflect such assessment. The amount of reduction to the cost of any such modification shall accurately and reasonably reflect the degree of liability for the delays assessed as being the responsibility of the CM.

16. Disputes between the CM and the Government relating to the causes of delay discussed above shall generally be handled in accordance with the disputes clause of the contract, except that every effort will be made to resolve such disputes at the time they occur, in the most reasonable manner that is equitable to both parties.

17. Meetings and Conferences. Schedule and chair the meetings referenced below in addition to the weekly job-site meetings with D/B contractor (designer (also known as AE) & construction contractor), the Government and, if appropriate, include representatives of the tenant agencies, and other interested parties to discuss procedures, progress, problems, coordination, scheduling and other appropriate matters.

The CM is to prepare a complete agenda prior to each scheduled meeting. The agenda for meeting is to cover as a minimum, minutes of the last meeting, outstanding issues, and new business.

The CM will take minutes of each meeting including action items, responsible parties, and deadlines and provide copies to all attendees and the CO within two working days of the meeting.

a. Pre-construction Meeting. A main Pre-construction Meeting will be chaired by the CO. The CM chairs succeeding construction progress meetings. The discussion should make clear the roles and responsibilities of all the parties. Include a detailed discussion of the Government's safety requirements, the construction contractor's safety plan, and accident and fire safety reporting procedures. Include a full discussion of payment processing, so that all parties are aware of the steps in the process and understand their roles and responsibilities. Conform to the GSA Region 9 policy and recommended agenda for this meeting. The Pre-construction Meeting will normally be attended by the:

- i. CO, PEx, PM, CE and/or COR (GSA),
- ii. CM firm representatives,
- iii. AE firm representative(s) (D/B Team Members)
- iv. Construction Contractor principals and project superintendent/manager (D/B Team Members)
- v. Major subcontractor representatives (D/B Team Members)
- vi. Facility manager/field office manager and members of their staff (GSA),
- vii. Agency/Client representatives,

viii. Other GSA personnel from Fire Life Safety and Environmental, Real Estate Division, Telecommunications, etc.

b. Partnering Meetings: The CM shall arrange for and conduct a series of partnering conferences as a part of this project for the construction phase. An approved Facilitator, contracted under this CM contract, shall conduct each meeting. It is the intent of this program that the Facilitator's cost should be shared equally by the CM, and DB construction contractor. Partnering is a voluntary program in which the CM is expected to encourage participation by all parties and whose value depends on the commitment made to it by the DB construction contractor, the CM, the Government, and other involved parties. The conduct of the partnering meetings shall meet the following requirements:

i. Purpose: The purpose of the workshops is to develop a business-like but cooperative relationship between the DB Contractor, CM, and the Government entities involved in administering these projects, including using agencies. The meetings will be based on the development of common goals for the Government and contractor, an approach to the job and a method of operations that will foster joint solutions and maintain good working relationships between the parties, and method of problem solving that will benefit both parties and lead to more successful "win-win" solutions. It is the intent of the Government that an alternate dispute resolution process be established as a part of the partnering meeting and agreement in order to encourage both parties to resolve potential disputes in a constructive manner and to avoid litigation when possible.

ii. Agenda: Develop agenda to include as a minimum the following areas of discussion:

- Lines of communications
- Appropriate authorities
- Dispute resolution

iii. Frequency: The first workshop session shall be conducted on a mutually agreed date following the notice to proceed for the construction contract and shall be a two day partnering session including the parties noted in the following paragraphs. Additional follow up partnering sessions will be conducted approximately every 6 to 12 months thereafter or at the discretion of the CO (at a minimum of 3 and up to 6), and shall be one day meetings that will be attended primarily by the on-site project personnel, the DB team, CM, and the Government.

iv. Attendance: The CM will invite the following persons to attend the partnering sessions for the building construction contract:

- The AE principal and project related personnel.
 - The contractor's principal and project related personnel.
 - The Government Contracting Officer, Project Executive , Project Manager, Contracting Officer Representative and Construction Engineer
 - The CM's Project Manager, Construction Manager, and others who are closely related to these projects.
 - GSA Field Office Manager.
 - Representatives from the major using Agencies for the new facility, as appropriate.
 - Representatives from other local, State, or Federal Agencies related to these projects, as appropriate.
 - Consult with the PM for development of the final attendee list
- v. Location: Workshops will be conducted away from the project site and GSA Field Office at a location to be arranged by the CM. Locations must be suitable for accommodations for all of the attendees and must have suitable meeting spaces and support facilities for the workshops. Attendees will pay for their own accommodation expenses, but all other costs of the workshop will be shared by the CM, and the DB contractor.
- vi. Qualifications of the Facilitator: The Facilitator must be an individual that is acceptable to both the DB contractor and the Government. The Facilitator should not be a technical or management member of the team, but must be skilled in team building and group dynamics with no vested interest in the decisions reached by the parties.
- c. Community Resource Committee (CRC) Meetings. The Government has assembled a CRC for this project whose purpose is to provide input to these project teams based on the needs of the local community. These meetings will take place throughout the project at a rate of approximately once every three (3) months during design and once each month or as otherwise scheduled by the Government. The CRC will be conducted by the PM/COR but the CM will be tasked to provide the following support:
- i. Preparation of information packets or handouts for public use
 - ii. Preparation of meeting minutes and action items
 - iii. Logistical support including meeting location arrangements
 - iv. Public outreach should CRC representation be inadequate
18. Delay of Work Under Other Contracts. If the performance of all or any part of the CM's work is, for an unreasonable period of time, suspended, delayed, or interrupted by changes, suspensions of work, differing site conditions, or other financially compensated causes under the DB contract, construction contract, or other related Government contracts, an adjustment to the CM contract will be considered

However, no adjustment shall be made for any suspension, delay, or interruption to the extent that performance was delayed by the fault or negligence of the CM. The following conditions must be met for the CM to receive payment during delay periods:

- a. The CM shall actively assist the Government in determining causes of any delays, shall document causes and actively and aggressively pursue means to mitigate delays and restart forward job progress.
- b. The CM will not be paid for any period of delay in which no CM services are being provided, despite the cause or duration of the delay if the work is completed within the periods of performance indicated in paragraph 14.

19. Disposition of Material. Upon termination or completion of all work under this contract, the CM shall dispose of all materials produced in connection with the performance of this contract as may be directed by the CO, or as specified in other provisions of this contract. All materials produced, or required to be delivered under this contract become and remain the property of the Government.

20. Records Of Services Provided.

- a. Log: At the request of the CO, the CM shall maintain a log at the job site to record the presence on the site of any specially identified inspection and management personnel.
- b. Coordination with Building Manager: The CM shall keep the CO and the local Buildings Manager informed of site activities and project requirements.
- c. Status Information: The CM shall keep the on-site COR, CE, and other GSA representative apprised of project activities and schedule so they can perform all duties in a timely manner.

21. Administrative services. The CM project administration shall include, but not limited to the following:

- a. Consultation with the Government regarding all aspects of these projects
- b. Attendance of conferences and presentations
- c. Communications
- d. Perform all required travel outside of a one-hundred mile radius from the job site (including hotel, transportation, parking, etc.) to provide the necessary services described in this contract (on reimbursable basis during for the duration of this contract.).
- e. Recording and distributing progress reports and meeting minutes
- f. Direction and quality control of in-house personnel and consultants
- g. Appearance with, or on behalf of, Government personnel at local and regulatory agency meetings prior to the construction phase

- h. Coordination with the GSA's Art-In-Architecture program
- i. Coordination with the tenant agencies for associated tie-in work (i.e. IT, Security, furniture/equipment vendors, etc.).
- j. Coordination with the GSA space planner
- k. Coordination with the local utility company's design assistance and energy incentive program
- l. Coordination with the DB contractor's team
- m. Coordination with other signage, painting and other miscellaneous vendors/installers
- n. Coordination with the various GSA Field Office activities including tenant moves, furniture installation, ceremonies, etc.
- o. Coordination with outside stakeholders, including local, community, state and federal entities
- p. Provide all home office support for the job-site staff
- q. Coordination with Mexico
- r. Provide all office supplies for CM job site operations
- s. Provide necessary phone and data networks for CM and GSA project team.
- t. Provide all necessary materials and equipment as identified in the fee proposal
- u. Promptly return all drawing and other documents loaned by the Government upon completion of this contract or as requested by the CO
- v. All express mail, messenger service, UPS etc.

The CM will be considered to be responsible in managing the quality & thoroughness of its effort and advice.

B. DETAILED MANAGEMENT PLAN

1. General. Within 30 calendar days after award of this contract, the CM shall develop and submit to the CO a detailed Management Plan to accomplish services set forth in this contract. The plan shall provide a single comprehensive plan for assisting the CO to control, direct, coordinate, and evaluate the work performed on each project. Six (6) copies of the plan shall be submitted to the CO in three-ring binders. In developing this plan and its updates, the CM shall work closely with the CO, DB contractor and other appropriate firms and individuals involved with these projects.
2. Contents. The Detailed Management Plan shall describe in detail the program and requirements for executing the work planned for each project and the participating organizations. The plan shall include the following sections:
 - a. Project Definition: Known characteristics for these projects described in general terms that reflect the CM's basic understanding of these projects.
 - b. Project Objectives: The Government's schedule, budget, physical, technical, and other objectives for these projects.

- c. **Work Statement:** A narrative description of the work to be performed by the CM, the DB contractor and the Government for the project.
 - d. **Organization Chart:** A summary chart showing interrelationships among the CM employees, the CM sub-consultants, the DB Contractor's team, the CO, and the PM and Construction Engineer (CE). Show organizational elements for each phase.
 - e. **Participants:** All major participants in these projects, whether firms or individuals, will be identified (initially, to the extent they are known; later, in complete detail). Their responsibility will be defined clearly and the relationship and lines of communication between each will be identified so that all project participants can determine "who does what" whenever the need for such determination arises.
 - f. **Duties:** All CM staff personnel shown on the organizational chart shall be identified and their duties described in detail.
3. **Written Procedures.** Provide written procedures for coordinating these projects among the CM, the D/B contractor's team, and the Government. Indicate lines of communication and management controls, showing clearly and simply where authorities are vested and whom to turn to when clearance is required. Tasks which require correspondence as opposed to those which can be handled orally will be clearly identified, as will the party responsible for preparation of the correspondence and issuance of the oral directives.
4. **Cost Control.** The CM shall monitor the budget for the entire project including, design, construction, contracts, tenant reimbursable and any other project cost categories. The CM shall outline the budget and include a narrative description of the cost control methods to be used during each project phase along with methods to be used for cost containment.
- a. The budget will account for all funds available and to be made available for these projects and will identify amounts available for each major activity such as design, construction, procurement, testing, etc.; allowances will also be made for contract modifications and other items. The budget will include identification of all tenant reimbursable requirements and associated costs that exceed standard project delivery levels as established by the GSA Real Estate Division.
 - b. The budget will take into consideration anticipated increases in labor and material costs based on known and historical pending or expected increases.
 - c. Documentation shall be based on The Cost Accounting System (CAS):

- i. Obligations on a monthly basis (i.e., the amounts spent or reserved to date for construction) including base contract, options, and contract modifications.
 - ii. Outlays on a monthly basis, primarily consisting of expenditures to date. (Expenditures are generally the sum of the progress payments made to the construction contractor(s) for the base contract(s) and contract modifications).
 - iii. Estimated future commitments, i.e., funds reserved for planned changes, contract options, and follow-on contracts; and funds being monitored for potential exposure to contractor claims.
 - iv. Available and projected balances for each of these projects through completion, including amounts available for contingencies.
5. Approval. The plan submitted shall be reviewed by the CO, who shall have the right to approve or disapprove it, and to request the CM to submit the plan with revisions.

C. MONTHLY REPORT AND MANAGEMENT PLAN UPDATE

1. General. The CM shall submit six (6) copies of a monthly report, to be received by the Government on the tenth working day of each month, which will include a current status report of these projects. The CM shall update and revise the plan as necessary to cover changes to its contents, and will maintain it as a viable management tool. The monthly report shall be in bound report format such as spiral binding or another similar form. Monthly reports shall be submitted under this contract. The contents shall be adjusted as appropriate to the work being accomplished under these projects.
2. Contents. The monthly report/update shall document/include:
 - a. A summary of these projects progress. This shall be stated both in terms of an executive overview section, followed by a detailed narrative as necessary to fully define progress.
 - b. A review of the status of potential and actual changes and claims.
 - c. A summary of significant issues, problems and questions resolved and pending, areas of concern, and recommendations for action/resolution.
 - d. A review of the D/B's schedule and comments on its feasibility. Key milestones (achieved and slipped) should be highlighted. A discussion of each slippage and other issues affecting the schedule are to be included. Develop and present the Government's strategy for recovering from delays, completing these projects on time, and other significant efforts.
 - e. A revised budget with an analysis of the budget. Monitor the budget and flag all overruns or other possible budgetary problems. Develop and present the

Government's strategy for recovering from over-runs, completing these projects within budget, and accomplishing other necessary actions.

3. Construction Phase Contents. During the construction phase, the monthly report shall include the following additional sections:
 - a. Photographs of the current status of construction showing views of significant areas of construction activity with a description of the content or subject of the photograph. Photographs will be of a quality suitable for use on the GSA project website.
 - b. Current contract modification logs (change request log and modification log) showing the status of all modifications in progress and completed. Include an outlook for known or expected upcoming modifications and a financial projection of the contingency fund for these projects (this may be combined with the budgetary analysis above). Logs shall be in the approved format as agreed for this project. Include a summary or projection of known or expected claims, potential cost issues, or other elements that may impact the financial status of these projects.
 - c. Status of submittals and shop drawings for these projects. Include submittal log to show current status.
 - d. Status of "Requests for Information" from the contractor. Include RFI logs to show current status and to detail the requests currently in progress and concluded to date.
 - e. Synopsis of important problems and critical issues GSA should be made aware of.

D. INSPECTION PLAN

1. Detailed Inspection Plan. The CM will be required to develop and submit a Detailed Inspection Plan within 30 calendar days of award of the Construction Phase Services and prior to construction start. The Inspection Plan will be used by the CM firm and the Government to administer the contractor's quality control and assurance efforts. The Inspection Plan is to include six (6) copies of the plan in three-ring binders; two (2) copies of the approved plan shall be returned and maintained at the project site for use of inspection personnel in quality assurance.
2. Contents. Contents of the plan shall include but not be limited to the following:
 - a. Chart or description of the organizational structure of CM personnel on-site related to QA activities, listing their complete responsibilities and their reporting

procedures. Indicate how this plan will be used by each of the on-site functions related to the CM's QA activities.

- b. Names and resumes of CM personnel for QA inspection and other QA activities.
- c. Names and Qualifications of outside testing and/or consulting firms that may be considered to support the QA activities when or as needed.
- d. Procedures for reviewing, approving, and managing submittals. Detail procedures for inclusion of submittal data in the inspector's checklist or review of materials delivered to the site.
- e. Documentation procedures. Identify methodology for recording, tracking, and verifying correction of defects/omissions or other rework.
- f. Formats to be used for:
 - i. Non-compliance reports/rejection of work.
 - ii. Testing requests/inspection requests/record of test results.
 - iii. Tracking logs/methods.
 - iv. Record of defects and omissions.
 - v. Inspection reports/daily diaries/project records.
 - vi. Contractor job reports/daily reports.
- g. Plan of Action. List by specification section or other means all elements of work on these projects that will require inspection and/or testing. Include in the plan of action at least the following considerations:
 - i. Type of inspection or test needed for approval.
 - ii. Special requirements related to any construction elements.
 - iii. Timing of inspections/testing in relation to project schedule. Requirements to be fulfilled by the Construction Contractor are detailed under the Inspection Clause QA Requirements (FAR 52.246-12).
 - iv. Outline names of testing firms and/or consulting firms to perform inspections and schedule for performance.
 - v. Methodology for tracking upcoming/required inspection work against these projects schedule.
 - vi. Methodology for assuring all installed work and materials are inspected / tested.
 - vii. Method of recording inspection/testing.
 - viii. Method of verifying work completed related to defects and omissions. Verify approval of corrective work.
 - ix. Identify special or important inspection needs, areas of high risk or liability, and areas where problems may be expected.
 - x. Method of assuring that rejected material is not incorporated into the work.

- h. Monitor accomplishment. Identify procedures and methods to be used by the CM firm to assure that the plan is followed, monitor results of the inspection work, and report to the Government on performance by the firm in accomplishing the work.

E. PROGRESS REPORTS AND RECORDS

The CM will maintain accurate and detailed written records of progress of this project during all stages. This includes maintaining frequent contacts by telephone, site visits, meetings, etc., with all parties involved with these projects. Weekly written progress reports will be submitted to the CO/COR, including, but not limited to, information concerning the work of the D/B Contractor team, percentage of completion, number and amount of modifications and claims, analysis of the schedule, and other analysis necessary to compare actual performance with planned performance. The CM will review and provide comments with recommendations for computer or manually generated scheduling, including monthly updates. Reflect actual progress of these projects against previously projected progress.

SECTION IV. DESIGN PHASE SERVICES

The CM assists the GSA project team during the design phase by coordinating and managing design efforts, performing design reviews, assisting with problem resolution, performing schedule control, and keeping GSA managers apprised of design status. The CM will perform design reviews as required to assist the CO in ensuring that these projects are well designed and economical, and complies with applicable GSA standards and the approved scope of these projects.

In performing the constructability review, value engineering, or any other review involving the drawings and/or specifications for these projects, the CM does not undertake any design work nor does it accept responsibility for any of the design features or design of these projects, which shall remain the responsibility of the AE within the D/B project team.

A. DESIGN PHASE SERVICES

1. General. The CM shall provide the services during the Design Development (DD) and Construction Documents (CD) phases of the D/B contract shall include, but not be limited to the following:
 - a. Monitoring AE progress during DD and CD services
 - b. Performing constructability reviews
 - c. Providing monthly status report on the design to these project teams
 - d. Documentation

- e. Monitoring the master project schedule
- f. Providing cost verification and control as identified in CM design phase services
- g. Assisting in problem resolution
- h. Project support: The CM shall assist the PM in various tasks as necessary. Tasks may include, but not limited to, preparation of project briefings, rough order of magnitude budget estimates, clerical duties, attend monthly design meetings, etc.

2. CM Specified Reviews shall occur as follows:

	35% & 75% DD	100% DD	35% & 75% CD	100% & Final CD
Design Review	X	X	X	X
Value Engineering		X		

Each submittal as listed in the D/B contract shall be reviewed by the CM and input provided to the AE on constructability and/or errors, omissions, accuracy, and cost.

- 3. Comments. The CM will provide written comments to the PM relative to all required reviews for each design phase. The CM should develop a consistent procedure for conducting design reviews within two (2) weeks of the receipt of the design documents and drawings. The CM will also be responsible to collate comments from tenants, independent reviewers and from GSA.
- 4. AE submittal. The CM shall advise the AE through these comments of any defects, conflicts, ambiguities, discrepancies, or lack of clarity in contract documents, including the use of proprietary materials or processes. Design review comments shall include the following considerations:
 - a. The AE's design conforms to the scope of services in the D/B contract and all project deliverables are submitted. Verify that the completed design complies with GSA standards and applicable codes; notify the CO of any conflicts in the design that cannot be resolved with the AE.
 - b. Materials, processes and equipment are appropriate, available and non-proprietary.
 - c. Drawings are complete and coordinated among disciplines. Provide timely advice to the AE of any defects, conflicts, ambiguities, discrepancies, or lack of clarity in the contract documents. Verify that all construction work including all appropriate general condition items is included in the construction contract.
 - d. Drawings are coordinated for the various construction phases.
 - e. Known existing conditions are shown correctly and adequately.

- f. Selected building systems and construction details are compatible, constructible and operational.
 - g. Specified usable area to net efficiencies is achieved.
 - h. Construction duration, phasing, bid packages, use of bid options and unit prices are reasonable and within the funds available.
 - i. Comments from all parties responsible for reviews as available. All comments are to be consolidated into a design review report. The report is to contain comments on required corrections and improvements by discipline and specification section, and is to be accompanied by "red lined" drawings. Transmit all comments to the PM in time to meet scheduled review period deadlines. Comments from Cost Review should be included.
 - j. Recommendations relative to the site, logistics and storage.
5. Cost Review. The CM will review the D/B estimate for cost-savings opportunities and determine discrepancies/marked differences at the time of each D/B submittal. The CM will advise the D/B whenever a cost estimate is due and advise the GSA PM if the D/B fails to submit any of the required cost estimates on time. This review is in addition to the Value Engineering workshop review. All cost saving suggestions shall be submitted by the CM to GSA for a final decision upon acceptance or rejection.

The CM is to establish uniform procedures for reviewing, analyzing, and assessing each cost estimate submitted by the D/B. The CM cost review will ensure:

- a. Unit costs are accurate
- b. Quantity takeoffs are accurate
- c. All design elements are included
- d. Level of detail is appropriate to design stage.
- e. Formats are correct.
- f. Cost escalation factors are properly applied.
- g. Use of bid options and unit prices are reasonable and within the funds available.
- h. Balance of costs among building systems is acceptable.
- i. Occupied and gross building areas are correct.
- j. Up-to-date scope modifications are reflected.
- k. Cost estimates are proper and within budget.
- l. Whether these projects can reasonably be expected to be completed within funds available

6. Infrastructure Cost Estimate. In addition to the Cost Review listed above, the CM shall prepare an independent cost estimate associated with project-related infrastructure (i.e., bridges, freeways, utilities) required to support this project. While these costs may not be currently reflected in the overall construction cost estimate and are likely not GSA's responsibility, these project teams must be aware of these impacts and their associated costs.
7. Constructability Review. The CM shall conduct a complete constructability review of the contract drawings and specifications. Review for clarity of requirements, ambiguities, conflicts, comparison to existing conditions on the site, general ease of build ability, appropriateness of the details to accomplish the design, cost accuracy of the project estimate, inappropriate specification requirements, adequate scheduling requirements, and that the package is generally complete and ready for bidding. Ensure that all construction work, including all general condition items, is included in the construction contract.
8. Value Engineering. The CM shall provide Value Engineering (VE) services consisting of the review of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Government. Provide timely advice to the D/B contractor team on cost-reducing alternatives that can be employed without impairing the overall quality level of the project and participate in all Value Engineering.
9. Engineering workshops. Value Engineering services are to be provided based on GSA's VE handbooks and to consist of VE workshop during the Design Development Phase of the contract.
 - a. VE is a study effort intended to ensure that the Government will receive the maximum value per dollar of cost over the effective life cycle of the capital asset(s) being acquired through these projects. Cost considerations include operation and maintenance costs as well as first costs. The VE methodology requires a systematic evaluation of first costs and life-cycle costs for various design approaches to achieve the program of requirements for these projects. The objective is to select the combination of alternatives that best meet the program requirements with the lowest projected life cycle cost and provides for a first cost within the approved project budget.
 - b. VE Workshops are to be arranged and conducted by the CM. The forty-hour (40) maximum workshops are to be facilitated by a certified Value Engineer provided by the CM firm. A schedule, agenda, and suggested areas of study are to be developed by the CM. Workshops are to consist of an initial program design review, research of alternative solutions, evaluation of alternatives, and VE proposals (based on a consensus determination) on advantageous alternate design

solutions. GSA will provide conference room facilities and audiovisual equipment to conduct the Value Engineering workshop.

- c. The CM is to identify Value Engineering savings in accordance with GSA PBS PQ250, Vol. I and PQ251, Vol. II. Findings and conclusions are to be documented in 8-1/2 by 11" report form. Each VE proposal must be accompanied by a narrative describing rationale and including a discussion of scope, trade-offs, analysis of design revision impacts, and subsequent project delays. The report is to include an itemization of total savings per design change and a summary of grand total savings. The CM is to incorporate the conference findings into one complete document for submittal to GSA. The 90% submittal is to be submitted three (3) weeks after the completion of the VE workshop. The final submittal is to be completed five weeks after completion of the VE workshop (Six (6) copies of each submittal are to be provided by the CM to the Government).
10. Cost Control and Reporting. The CM shall regularly monitor the budget for the entire project including design, construction, and CM costs, tenant reimbursable and any other project-cost category estimate tending to exceed funds budgeted. The CM will provide a monthly written report including the following:
- a. Narrative on budget status.
 - b. Update of all budgeted cost categories.
 - c. Comparison of budgeted costs with current cost estimates.
 - d. All cost control and reporting are to be based on independently developed data separate from that provided by the D/B team.
11. Construction Document Review. In addition to the design review services in Items 1-10 above, the CM is to provide the following services related to the project's

Design Development Documents:

- a. 35% Design Development Documents Review
 - i. The CM shall review Final Concepts and previous reports prepared for the building with major emphasis on the Project Authorization (PA), planning studies and other GSA reference documents.
 - ii. The CM will have approximately two (2) weeks to review the AE's 35% Design Development submittal. The CM will provide review comments compiled utilizing database management software for Windows.
 - iii. The CM's Project Manager and Managing Architect will meet with GSA and the D/B for review of submitted documents. The CM will add to the database list all additional review comments.

- iv. The CM will review the documents and compare the D/B's cost estimates with the Government budget. The CM will ensure the cost estimate includes all mark-ups (overhead and profit, construction contingency at 10%, and etc.) and be escalated to the midpoint of construction.
- b. 75% & 100% Design Development Documents Review
 - i. The CM shall review the designer's responses to the previous comments made at the 35% & 75% design development documents, respectively, meeting minutes and any outstanding issues from previous coordination meeting.
 - ii. The CM shall provide input to the designer on constructability, review the D/B's schedules and budgets and submit comments to the CO.
 - iii. The CM will have approximately two (2) weeks to review the AE's 75% & 100% Design Development submittals. The CM will provide review comments compiled utilizing database management software for Windows.
 - iv. The CM team will meet with GSA and the D/B team for review of submitted documents. The CM will add to the database list all additional review comments.
 - v. The CM will review the contract documents and compare the D/B's cost estimates with the Government budget. The CM will ensure that the cost estimate includes all mark-ups (Overhead and profit, construction contingency at 10%, etc.) to be escalated to the midpoint of construction.

Construction Documents:

- a. 35% Construction Documents Review
 - i. The CM shall review 100% Design Development documents and reports prepared for the building with major emphasis on the Project Authorization (PA), planning studies and other GSA reference documents.
 - ii. The CM will have approximately two (2) weeks to review the D/B's 35% Construction Document submittal. The CM will provide review comments compiled utilizing database management software for Windows.
 - iii. The CM's Project Manager and Managing Architect will meet with GSA and D/B team for review of submitted documents. The CM will add to the database list, all additional review comments.

- iv. The CM will review the Construction Documents and compare the D/B's cost estimates with the Government budget. The CM will ensure the cost estimate includes all mark-ups (overhead and profit, construction contingency at 10%, and etc.) and be escalated to the midpoint of construction.
- b. 75% Construction Documents Review
 - i. The CM shall review designer's responses to the previous comments made at the 35% Construction Documents, previous reports, meeting minutes and any outstanding issues from previous coordination meeting.
 - ii. The CM shall provide input to the designer on constructability, review the D/B's schedules and budgets and submit comments to the CO.
 - iii. The CM will have approximately two (2) weeks to review the D/B's 75% Working Drawings submittal. The CM will provide review comments compiled utilizing database management software for Windows.
 - iv. The CM team will meet with GSA and the D/B team for review of submitted documents. The CM will add to the database list all additional review comments.
 - v. The CM will review the contract documents and compare the D/B's cost estimates with the Government budget. The CM will ensure that the cost estimate includes all mark-ups (Overhead and profit, construction contingency at 10%, etc.) to be escalated to the midpoint of construction.
- c. 100% & Final Construction Document Reviews
 - i. The CM will have approximately two (2) weeks to review the D/B's 100% and Final, respectively, of the Construction Document submittals. The CM will provide review comments compiled utilizing database management software for Windows.
 - ii. The CM will review the D/B's final corrected drawings, specifications and cost estimate to assure the accuracy of the contract documents for major errors and omissions only.
 - iii. The CM shall review previous contract documents, reports, meeting minutes and any outstanding issues from previous 75% and 100%, respectively, of the Construction Documents reviews.

12. Meetings. The CM will schedule and attend meetings as required with the D/B and other firms/individuals involved with these projects to discuss procedures, progress, problems, scheduling and other necessary matters during the design phase. The CM is to prepare a complete agenda prior to each schedule meeting. The agenda for meetings is to cover as a minimum, minutes of the last meeting, outstanding issues, and new business.

The CM will take minutes of each regularly scheduled meeting and any special meetings requested by GSA. Minutes will include action items, responsible parties, and deadlines. Copies are to be provided to all attendees and the CO within two (2) days of the meeting. Minutes for internal D/B design meetings with their consultants or any Tenant/Agency specific issues shall be prepared by the D/B.

13. Problems. The CM is to advise the PM/COE and CO of the following:

- a. Problems which the CM considers beyond its ability to resolve; include recommendations on how to proceed.
- b. Disagreements with the D/B which cannot be resolved by the CM include recommendations to maintain the cost, schedule and scope integrity of these projects.
- c. Potential delays in completion of any aspect of the design and provide recommendations to keep these projects on schedule.

14. Changes. The CM shall review all requests or recommendations for changes by the DB contractor to the project scope and submit an analysis of the effect on the current project scope, schedule, and cost to the CO, together with recommended action to be taken and the rationale therefore. The CM shall recommend changes to the project scope when required for constructability reasons. The CM will also assist the PM in the assessment of impacts of customer requested changes and development of strategies to mitigate or defer the customer change.

SECTION V. CONSTRUCTION PHASE SERVICES

The CM shall perform Construction Management services for the construction of this facility in the manners described herein. The CM shall provide Construction Phase Services including, but not limited to, the following:

- A. Project Files. The CM will set up job files, working folders, and record keeping systems to be used on these projects. The CM will update and complete the Inspection Plan to fit complete contract requirements in detail as directed by CE/COR.

- B. Project Schedules. The CM will review and recommend approval of the construction progress schedule to be provided by the construction contractor. The CM shall monitor construction progress. If progress falls behind schedule, the CM will recommend necessary action to the Government of available options to bring project up to schedule. The CM shall annotate the progress schedule monthly showing actual progress achieved and any adverse delays.
- C. Inspection Services. The CM shall inspect all work performed by the General Contractor in accordance with the inspection plan to verify conformity with requirements of the construction contract. Verify that workmanship, materials and equipment installed by the construction contractor meet or exceed the requirements of the contract drawings and specifications. Plan and coordinate inspections with the construction contractor to minimize impacts on construction operations, and confirm that critical inspections occur as required.
1. Inspection Plans. Provide an inspection plan as required by Section III, paragraph D.
 2. Responsibilities. The CM is responsible for the following activities:
 - a. Inspecting the work daily, including photo documentation.
 - b. Completing daily reports to record work inspected.
 - c. Recommending to the Government the rejection of material or workmanship not conforming to contract requirements.
 - d. Promptly reporting to the construction contractor, in writing, observed variances from the construction contract requirements and sending a copy to the CO.
 - e. Notifying the construction contractor and the COR if the Contractor fails to promptly remove, correct, or replace rejected construction.
 - f. Maintaining inspection records. The CM will prepare reports for all inspections, identifying both items that have been satisfactorily complete and those that require correction.
 - g. Maintaining an active list of deficiencies and omissions indicating corrective status.
 - h. Marking up a set of drawing for as-built drawings to verify the contractor's official as-built drawings. The CM shall verify that the construction contractor is maintaining the required as-builts as a condition of progress payments.
 - i. Reviewing contract drawings, specifications, and approved submittals in preparation for upcoming inspections.
 - j. In the event any differences arise between the CM and the construction contractor, the CM shall promptly inform the CO in writing, giving details of pertinent facts on each side, applicable contract provisions, and the CM's recommendations as to action to be taken by the CO. Promptly after receipt of the CO's interpretation, the CM shall transmit it to the construction contractor.

- D. Testing Services (On a reimbursable basis)

Whenever testing is to be provided by the Government, the CM shall procure the services of a third party, independent professional testing firm(s) to provide materials testing of building systems and materials as they are installed by the project's General Contractor. A list of testing frequency and requirements is specified within the D/B's construction specifications.

The CM shall oversee and administer the work of the selected firm(s) and coordinate their work with other site activities, including those of the general contractor, test and inspection work provided under the general contractor's contract and other site activities.

The CM will provide to the Government proposals from three different testing firms for evaluation and award.

Testing Administration: Whenever tests and results are to be provided by the Government, CM or the D/B contractor, the CM shall:

1. Prepare a complete testing schedule, reflecting all construction elements or activities that require tests.
2. Develop scope, requirements, standards, procedures and frequency of testing and inspections.
3. Notify inspection and testing agencies of status.
4. Verify that tests are being conducted as scheduled.
5. Witness tests to confirm that testing procedures are proper.
6. Review, analyze, and report test results. Monitor test results for acceptability, and notifies the CO and Contractor(s) of observed deficiencies in the Work.
7. Retain records of tests.
8. Describe testing activities in the monthly reports.
9. Conduct verification tests as required by GSA.
10. Plan correction/retesting.
11. Oversee corrective measures arising from test failures.

E. Submittals. The CM is to process, coordinate, distribute and track all submittals.

1. The submittal process applies to:
 - a. Contractor Requests for Information (RFI's)
 - b. Shop Drawings, fabrication drawings
 - c. Descriptive literature
 - d. Test reports
 - e. Product or materials samples
 - f. Certifications
 - g. Warranties
 - h. Operations and maintenance manuals

- i. Other required reports
2. The CM shall establish and maintain a system for scheduling and tracking submittals. The CM will review and take appropriate action on all submittals required by the construction contract documents. Submittals will be distributed as required. The CM is responsible for reviewing all submittals, determining where they are to be sent, and taking action prior to distribution to the D/B contractor. The CM is to verify necessity of who needs be involved, and if input on the submittals is required, the CM is to note problems on the submittals / RFI's and stamp drawings prior to forwarding it to the appropriate responder to the submittal. The CM's submittal monitoring system should include as a minimum:
- a. Date submittal scheduled
 - b. Date actually received from contractor
 - c. Date to the appropriate responder
 - d. Date received from the responder
 - e. Date of action by GSA
 - f. Date returned to the D/B contractor
 - g. Status (approved, approved as noted, or rejected)
 - h. Resubmission of previously rejected submittals
 - i. Submittal schedule review as developed by the D/B contractor for reasonableness

The CM is responsible for coordinating the submittals from their receipt through to their approval and return to the construction contractor. The CM will monitor the time of submission and the processing of shop drawings, samples and other separate Contractor submittals. If submittals are not being received in a timely manner, the CM shall ascertain the reason therefore and take action as deemed appropriate to eliminate lags and delays. The CM shall notify the CO promptly of any delays of the D/B Contractor or others in processing submittals. The CM will ensure that all submittals are submitted and approved in sufficient time to preclude delaying project completion.

3. Substitutions and Deviations. The D/B contractor's submittals are prepared to amplify the contract documents, not to alter them. The submittal process should not be used to accomplish substitutions or to make changes to the contract documents unless necessary as a result of shop practice or similar reasons. A contract modification is required for a deviation or substitution when cost is affected by a submittal deviation.
- F. Safety. The CM shall review the safety program submittal developed by the construction contractor for completeness, timely submission, and correct processing. During construction, the CM will monitor compliance by the Contractor with contractual safety requirements and make periodic reports on safety. Deficiencies are to be reported to the CO. The CM shall cooperate to the extent necessary with officials of other agencies

(Federal and/or State,) who are vested with authority to enforce requirements of the Occupational Safety and Health Act of 1970.

1. The CM shall provide a safety plan describing the preventive measures needed to protect and provide care for the CM's employees.
2. The CM shall review the construction contractor's conformance to the safety plan and report any observed deficiency to GSA.
3. The CM shall advise the construction contractor immediately of any safety hazards observed. The construction contractor is responsible for developing a corrective action plan. (All stop work orders are issued by GSA except for issues involving safety. If the CM observes a safety condition that appears life threatening he may order the work to be stopped. The CM should immediately advise the COR or other GSA official.)

G. Accident and Fire Reporting. In the event of an accident or fire, the construction contractor, the CM, or others familiar with the circumstances will be required to prepare and submit:

1. GSA Form 3090, Accident Investigation Report: required for specified types of accidents, injuries or property damage, and when GSA may be subject to claims.
2. GSA Form 53, Fire Accident Report: required when fires of a specified size have occurred.
3. The CM shall maintain a file of all accident and fire safety reports generated by the contractor. The CM is to monitor the submission and processing of reports to the proper GSA officials. The CM shall prepare and submit separate and independent accident and fire reports in addition to the construction contractor's report of accidents or fires. The CM will review all safety investigation reports prepared by the Safety and Environmental Management Branch pertaining to the project and transmit to the contractor, who shall endeavor to reduce recurrences.

H. Hazardous Materials. D/B contractor will contract directly with a hazardous material inspection and monitoring firm. The CM shall assist GSA in monitoring these contracts. The CM shall not assume the status of an owner, operator, generator, transporter, storer or any other responsible party of hazardous substances.

Nothing in this section above should be construed as suggesting that the CM is responsible for safety on this project. Safety is the responsibility of the D/B Contractor in accordance with the terms of its contract.

- I. Changes. The CM shall assist the CO in administration of changes to construction contracts. The CM must not take any action that commits Government funds and should avoid any instruction to the contractor that could be interpreted as authorizing modifications to the contract. All modifications to the contract must be processed as formal contract modifications.
1. The CM shall establish a contract modification processing system consistent with GSA's contract modification procedures and regulations, for initiating, defining, coordinating, tracking, and documenting contract modifications. The system must encompass potential contract modifications, contract modifications in progress, and completed contract modifications.
 2. The contract modification processing system is to provide for:
 - a. Defining the roles and responsibilities of the parties involved.
 - b. Identifying, evaluating, and justifying the need for modifications.
 - c. Defining the scope of modifications.
 - d. Tracking of potential, pending and completed modifications, including a contract modification numbering system.
 - e. Prescribing all steps necessary to process modifications.
 - f. Listing all required documents and forms.
 - g. Identifying cost impact of modifications on these projects' budget.
 - h. Establishing time impacts of modifications on these projects.
 3. Upon receipt of any change proposed by a D/B contractor, the CM is to review the merit thereof and, if not found justifiable, will recommend rejection to the CO. Changes shall also be referred to the AE in a timely manner. If justifiable, the CM shall prepare a request for a change order proposal from the construction contractor for signature by the COR.
 4. Whenever a change appears to be necessary, the CM shall draft a Standard Form 30, Amendment of Solicitation/Modification to Contract, for the signature of the CO. The CM shall prepare a written description of the scope of the change and attach supporting reference documents to the form. The CM shall prepare a written justification supporting the need for the modification, including the reason the work cannot be competitively bid by separate procurement. Justification is to be forwarded to the CO with Standard Form 30 and supporting reference documents.
 5. When the change is required because of an apparent design deficiency (as evaluated by the CM), the CM shall develop an AE deficiency report. This report shall be developed after the change order has been issued / awarded by the CO. The report shall include an explanation of the events that caused the design to be deficient (how and why), and shall determine any and all damages incurred by the Government as a result of the deficiency. Attachments to the report shall include all supporting

documentation necessary to explain the deficiency (i.e., construction drawings, requests for information, AE's responses/correspondence, etc.).

The CM's assessment of AE liability will be based on a review of the contract documents and other circumstances leading to the change. The AE position on the deficiency should be provided to the CO and/or COR by the CM with the proposed contract modification. GSA will make the final decision on liability and also on whether to pursue recovery from the D/B contractor.

6. The CM shall prepare for the Government an independent estimate of the change, considering direct costs, time impacts, and contractors' and subcontractors' overhead and profit. The estimate is to include a detailed breakdown of labor, material, and equipment costs for the various work elements. Markups for overhead and profit, as allowed by the construction contract, will be shown separately. The source of cost data must be indicated and the estimate must be signed and dated by the estimator. The Government estimate is to be prepared before receipt of the contractor's proposal.
7. The CM shall determine if a change will potentially extend or shorten the specified construction completion date; include an estimate of appropriate time extension for all change orders.
8. The CM shall review all proposals received from the D/B contractor and develop a technical analysis. The technical analysis is an in-depth evaluation of the D/B's proposal, especially as it compares to the Government estimate. It identifies questionable costs; excessive unit costs; differences in scope, quantities, or markups; and suggests negotiation strategies.
9. The CM shall assist the CO in establishing negotiation strategies, including an acceptable settlement range, and in negotiating contract modifications with the contractor. The CM is to provide technical assistance in the negotiations, being most familiar with the field conditions generating the change and having prepared or reviewed the Government estimate and technical analysis. The CM is not to negotiate change orders without the presence of the CO or his authorized representative. GSA will provide necessary on site representation to avoid impact on change order procedures with reasonable notice and/or scheduling.
10. After a firm-fixed price is negotiated, the CM assists GSA by drafting a Memorandum of Negotiations, which will include:
 - a. Purpose of the negotiation/Description of the change
 - b. Date, place, and persons involved in the negotiations
 - c. Contractor's proposed price and the Government estimate
 - d. The recommended contract modification amount and time extensions

- e. A description of the considerations that led to the negotiated price, in terms of scope, unit costs, markups, and time
- 11. The CM shall assemble the final contract modification package and prepare all change order documentation required for the CO's signature, including preparation, reproduction, and distribution of drawings and specifications necessary for work to be added, deleted, or modified.
- 12. CO Directed Change Orders. FAR 52.243-4. The CO is authorized to issue a written order to the contractor unilaterally directing changes in the work, within the general scope of the contract; including changes in the specifications or drawings; the method of performance; Government furnished facilities, equipment, materials, services, or site; or directing acceleration of the performance of the work.

If a modification requires immediate action, the CM is to recommend that the modification be processed as a Price-to-be-Determined-Later (PDL) modification. (The CO or the COR will decide if circumstances warrant expedited PDL procedures).

- a. The CM shall assist the CO in settling all change orders issued on a price-to-be-determined-later (PDL) basis prior to 50% completion of the work involved. PBS policy requires that a firm-fixed price be negotiated for all PDL contract modifications before the D/B contractor completes 50% of the changed work.
 - b. If a mutually agreeable settlement cannot be negotiated by the CO on PDL's, the CM shall submit all pertinent facts and a recommendation of action to be taken to the CO.
 - c. For a change order on which agreement has not been reached regarding the amount of equitable adjustment prior to commencing work, the CM shall observe construction contractor performance, labor utilized, impact on unchanged work, and any other data or information pertinent to a determination of the amount of equitable adjustment of contract price and time of performance.
13. Value Engineering Change Proposal (VECP's). A VECP is a submittal by the construction constructor for a substitute material or building item that is of less overall cost (initial and/or life cycle), but still meets all required functions. If approved, VECP's results in a contract change, with cost sharing between the construction contractor and GSA. VECP's are processed similar to other contract changes. The CM shall review all VECP's received and prepare a recommendation on whether to accept or reject the VECP. GSA will make the final decision on acceptance or rejection.

14. The CM shall maintain a separate schedule showing the cost and status of all change orders, including the date the proposal was requested, date the proposal was received, date the technical analysis was prepared, date negotiated, date issued and modification number.

J. Records. The CM is responsible for documenting all major project actions and maintaining complete records of the construction contract. The CM shall maintain records of all contracts at the job site on a current basis, including all correspondence received or issued by the CM and the COR; all change orders and documents related thereto; all records relating to shop drawings, samples, purchases, material, equipment; applicable handbooks; daily diary; and all other records related to this contract and construction work. These projects files are to be well organized and indexed for easy access. The CM is to deliver these records to the CO prior to final payment under this contract.

1. Daily Report/Diary. The Daily Diary provides a record of job site conditions, weather, activities, issues, and documents communications. The CM shall keep accurate and detailed written records of project progress during all stages of construction. The CM is to maintain a detailed daily diary of all events that occur at the job site or elsewhere which affect or may be expected to affect project progress. The diary shall be available to the CO at all times and shall be turned over to the CO upon completion of this contract.

a. The daily report is to consist of the following:

b. GSA Form 1524, GSA Daily Diary

c. The construction contractor's daily report describes the construction activities of the day along with manpower and equipment usage, including that of subcontractors. If any changed work was done on a price-to-be-determined later (PDL) basis, the construction contractor is to submit an extra daily work report.

d. The testing firm's daily report of all testing performed and testing results received during the day

e. Other CM documentation prepared during the day such as noncompliance notices, correspondence signed, contract modification proposal requests, etc.

2. Monthly Reports. Refer to requirements with the monthly report required under CM Scope Section III.C

3. Contractor Payments. The CM shall review all requests for payment submitted by the Contractor(s) for progress payments and final payment, and submit recommendations

- concerning approval thereof to the CO. The CM shall maintain records of payments on account of the Contract Sum and all changes thereto.
- a. The CM will follow GSA's procedure for progress payment review and processing in accordance with the Construction Contract Clauses, inclusive of prompt payment requirements.
 - b. The CM shall assist GSA to expedite payments processing in order to meet the requirement of the Prompt Payment Act, and to avoid incurring interest charges on late payments.
4. Contractor CPM Schedule. The CM shall receive and review the Contractor's initial CPM Schedule submittal and forward it to the CO with a recommendation of acceptance or rejection. The CM will verify that each activity is reasonably priced; that the schedule is not front-end loaded, that the workflow is logical, efficient, and not contrived to unfairly benefit the contractor nor jeopardize the Government.
- a. The CM shall receive and review contractor schedule updates, which are required to be submitted with each request for payment and monitor the progress of the Contractor(s) relative to established schedules.
 - b. The CM shall develop a system for overseeing progress achieved by the construction contractor. The system should compare actual progress to the master project schedule. The schedule oversight system should take into consideration progress payments, receipt of submittals, phasing or any other time sensitive activities. The CM is to be continuously aware of the status of actual project progress as compared to planned progress.
 - c. The CM is to anticipate delays and advise GSA when problems are predicted. The CM should highlight such matters in weekly progress reports.
 - d. If during the construction phase a delay in the work is identified, the CM is to perform the following:
 - i. Report the delay to GSA
 - ii. Assess the impact of the delays
 - iii. Determine if the delay is excusable or not
 - iv. Recommend appropriate course(s) of action to overcome or mitigate the delay
 - e. If delays continue and it appears that the construction contractor is not cooperating in correcting the problem the CM is to recommend contract enforcement action such as:
 - i. Show cause and/or cure notices

- ii. Withholding of payments, retainage
 - iii. Full or partial termination
 - iv. Assessing liquidated damages
 - f. During the performance of the work, the CM is to maintain an as-built CPM schedule, provided by the Construction contractor, documenting actual progress in relation to expected or planned progress.
- K. Labor Standards. The CM shall assist the CO to enforce Labor Standards Provisions of the construction contract. Due to the volume of each individual project phase, this project may be designated as a Department of Labor (DoL) “Megaproject”. As such a mega project will include involvement of DoL staff in review and enforcement of Labor Standards, Safety, etc.
- a. The CM shall facilitate the interview of employees of the construction contractor and subcontractor(s) with DoL for proper classification and rate of pay as required by regulations issued by the Department of Labor implementing construction labor standards (29 CFR Part 5). The CM shall confirm that the construction contractor has posted the effective wage rate decision at the site.
 - b. A current list of subcontractors as provided by the construction contractor is to be maintained.
 - c. The CM shall prepare a letter for the CO's signature informing the contractor of any violations and corrective action to be taken and maintain a suspension system on all violations until resolved. If labor standards violations are discovered, the CM may be required to assist GSA in preparing Reports of Violation of Labor Provisions and in enforcing the wage restitution requirements of the contract.
- L. Final Inspection, Substantial Completion, and Final Settlement. The sequences of activities that must occur to close out the construction contract are as follows:
- 1. Request by construction contractor for final inspection and certification of substantial completion
 - 2. Final Inspection. The CM shall recommend whether the facility is ready for final inspection to the CO. If the contractors' request for final inspection is denied, the CM shall provide an explanation to the CO, delineating prerequisites not satisfied.
 - a. If the facility is ready for final inspection, GSA, the CM, and AE will conduct the final inspection. The CM will lead the final inspection punch list preparation effort, conducting a detailed final inspection of the entire project or as otherwise required, and coordinate inspections that may be performed by others, such as the using agency, GSA, and the **AE**. The CM is to develop and provide the list of

D&O's and combine with those identified in previous inspections. The CM is to transmit the D&O list to the construction contractor and GSA.

3. Development of the "defects and omissions" (D&O) list
4. Certificate of substantial completion means the building is ready for owner's acceptance and tenants' occupancy. At this time, all mechanical systems in the building are operational, such as elevators, fire sprinklers, HVAC equipment, electrical connections; all utilities are working; entire building is environmentally sound; and all associated site work is complete. Only minor items remain to be completed at this point. These should be duly noted or stipulated in writing. Once all the above items are inspected and accepted, a Certificate of Substantial Completion is now ready to be granted to the Construction Contractor.

NOTE: If the construction project is divided into different phases, final inspection, substantial completion, and final settlement for each phase of the construction work will be performed separately, going through the same processes as determined by the CO.

5. Final contract settlement. The CM shall closely monitor the corrective work of the final inspection and update the list of D&O's, signing off each deficiency as it is corrected. The CM shall prepare a project specific checklist of the items contractually required before the contract can be considered ready for settlement.

M. Commissioning. Commissioning will be accomplished by a independent third party consultant, Commissioning Agent (CxA) that will be hired by this CM, in the execution of GSA Total Building Commissioning (TBC) practices to assure delivery of program goals and related performance requirements (See Section VII, Commissioning Services). The commissioning process includes but is not limited to:

- a. Design criteria programming
- b. Technical submission and review
- c. Cost analysis
- d. Inspection and testing
- e. Turnover for facility operations and subsequent testing

The CM shall assist in coordination in testing and retesting of various components and work items to be commissioned.

N. Design Clarification Process. The CM shall monitor the design clarification process and remind the AE and other involved parties of the need for timely action. A log of all clarification requests shall be maintained. The CM is to provide written notification to those firms involved in the design and/or design clarification, informing them of delays they may be causing; and advise the COR of delays and/or notifications.

- O. Construction Status. The CM shall inform the COR of the status of construction and of all activities that might affect the Building Manager or the occupant agency personnel. The CM shall coordinate Contractor work with the Building Manager and occupant agency personnel, keeping these officials informed of status of construction and of all activities that might affect them and their operations.
- P. Correspondence. The CM shall process correspondence and prepares replies for signature of appropriate Government officials.
- Q. Cost Estimates. The CM shall provide all cost estimates required, including those relating to changes, claims, appeals, pending changes and as might otherwise be requested by the CO.
- R. General Condition Items. If the Government requires the CM to contract for general condition items, the CM shall obtain competitive bids (normally at least 3) and award the lowest responsible bidder subject to prior review and approval by the CO. General condition items shall be ordered in accordance with the Additional Services provisions of this contract as discussed above, except that the allowable mark-up by the CM shall be 5% of his fee to cover the costs of procuring and administering the work.
1. This term refers to the provision or performance of construction work by the CM which may include, but is not limited to: signs; safety barricades; cleaning; preparation for ceremonies including minor construction activities in connection therewith; temporary toilets; fencing; special equipment; temporary water heat and electricity; permanent utility connections to the building; temporary protective enclosures; other field facilities and related costs thereof such as equipment, furnishings and supplies; installation of Government furnished items; general maintenance; and refuse disposal. General conditions do not include provision of management related services by the CM.
 2. PERFORMANCE AND PAYMENT BONDS. When the CO authorizes the CM to perform general condition items costing \$25,000 or more in the aggregate per order, the CM shall furnish to the CO a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A) covering the general condition items with good and sufficient surety or sureties acceptable to the Government. The penal sum of the Performance Bond shall be 100% of the price for the general condition work and the penal amount of the Payment Bond shall be 100 % of the price. The Performance and Payment Bonds shall be furnished by the CM prior to the performance of the general condition items ordered. If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government, the CM shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor and materials in the prosecution of general condition items ordered under this contract.

3. **BUY AMERICAN ACT.** Construction Materials clause set forth at FAR 52.225.5, with provisions set forth by the North American Free Trade Act (NAFTA) is incorporated herein by reference and is applicable to general condition items ordered under this contract.
 4. **LABOR STANDARDS PROVISIONS.** The labor Standards Provisions are set forth in GSA Form 3505. GSA Form 3505 will be provided to the CM as projects are assigned.
 5. **DAVIS-BACON WAGE RATE DECISIONS.** When the CO authorizes the Construction Manager to perform one or more general condition items, he shall furnish the Construction Manager with the current applicable wage rate decision of the Secretary of Labor, containing wage rates and fringe benefits for categories of labor to be utilized in performing the general condition items. The Construction Manager agrees to be bound by such wage decision; if all or parts of the general condition items are to be performed by subcontract the CM shall include the wage rate decision in each such subcontract.
- S. **Project Security Provisions.** This project will be subject to requirements of Homeland Security Presidential Directive 12 (HSPD-12). HSPD-12 is provided as a reference document. Areas of work where not occupied by tenants will not be subject to HSPD-12, conversely occupied area will be subject to this requirement. This project requires that all consultants, contractors and persons working on these projects have background checks performed, which includes the submittal and review of personal information such as Social Security number, work history, past addresses, arrests and convictions, etc. Photographs and fingerprints are also required.

Upon clearance of each individual by appropriate Federal reviewers, each cleared person will receive a photo identity badge, allowing them to perform work on-site during the project.

The CM is responsible for administering this procedure for the D/B Contractor and associated project subcontractors and consultants. Responsibilities include distributing and collecting data forms, taking fingerprints and digital photographs of applicants, reviewing submitted information for completeness, and submitting the forms and information as directed by the CO.

The CM will also maintain a log of firms and persons who have submitted clearance information and the status of each application. The log will also include a record of badges issued, including badge number, date issued, etc.

The CM is responsible for ensuring each person working on-site is in possession of a photo identity badge. Persons who do not have their badge or have not been cleared to work on this project should be escorted from the project site.

SECTION VI. CONTRACT CLOSE-OUT PHASE

A. As-Built Drawings

The CM shall verify the accuracy and completeness of all as-built drawings, and assures that the contractor maintains and updates the drawings on a regular basis, including all actual locations and routing of services, all changes from the original documents, field changes, final details, actual dimensions, and other similar items. The CM shall verify that actual sketches of revised areas are included on the affected drawings.

B. Warranty review

1. The CM shall consult and recommend to the CO warranties in connection with inadequate performance of materials, systems and equipment under warranty during the performance of the contract.
2. The CM shall inspect the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
3. The CM shall document defects or deficiencies and assist the CO in preparing instructions to the Contractor(s) for correction of noted defects.

C. Start-up Assistance services

1. LEED Certification will be the responsibility of the Architect of Record but the CM shall provide necessary support in the claiming of LEED Points.
2. The CM shall provide onsite observation, troubleshooting and assistance in the operating of building systems during initial occupancy.
3. The CM shall assist in the training of the Government's operation and maintenance personnel in proper schedules and procedures.
4. The CM shall administer and coordinate remedial work by the Contractor(s) after final completion.

D. Operation & Maintenance Manual review.

The CM shall ensure that the contractor provides and assembles operations and maintenance manuals along with warranties for the project. Following the Architect's review for completeness, the CM shall coordinate training sessions and review meetings as necessary to fully inform Field Office personnel in operations of all equipment.

E. Claims

1. Claims avoidance. The CM's most important role in claims management is in claims avoidance or prevention. The CM is to assist GSA in not allowing adversarial situations to escalate into disputes. Since "time" is money" to construction contractors, the CM should be sensitive to the need for timely responses in all contract administration matters and be aware that most contractor claims are based on "time" and "delay" issues. If disputes arise with the construction contractor, the CM is to quickly advise GSA on how to resolve them. Every effort should be made to avoid claims by clear communications, prompt resolution of conflicts, prompt responses to contractor submittals, and good management and administrative practices.
 - a. The CM shall anticipate situations that might precipitate claims. The CM shall look for indicators that the contractor is functioning in a "claims" environment.
 - b. If it is suspected that a problem exists, making GSA liable to receive a claim the CM shall:
 - i. Evaluate the risk to GSA
 - ii. Explore alternatives for resolving the problem with the contractor
 - iii. Consider preparing supplemental guidance for issuance to the contractor to clarify contract requirements
 - iv. If appropriate, initiate a change order to compensate the contractor for changed conditions.
2. Claims Analysis. The CM shall review claims from the Construction contractor(s) and render all assistance required by the Government, including furnishing of reports with supporting information necessary to resolve the dispute or defend against the claim. The CM shall assist in preparing and assembling the appeal file; participate in meetings or negotiations with the claimant; appear before the Board of Contract Appeals or court of law; and provide other appropriate assistance.
 - a. The CM shall create a document file for the claim and provide careful attention to collection and safeguarding of The CM shall documents as soon as aware of a potential claim situation. Documents to include are:
 - i. Pertinent correspondence
 - ii. Daily diaries

- iii. Inspection reports
 - iv. Applicable contract documents: include original, modified, and new
 - v. Progress payments and supporting data
 - vi. Periodic progress photos and those taken to show specific relevant items
 - vii. Meeting minutes
 - viii. Shop drawings, samples, and submittals
 - ix. Master project schedule and contractor schedules
 - x. Statements from witnesses and expert testimony
- b. Once pertinent documents have been assembled, the CM shall analyze the merits of the claim, obtaining expert opinions or testimony from witnesses if necessary. Claims analysis includes:
- i. Identification of each of the elements of the claim.
 - ii. Separation of the claim into specific legal and contract elements such as:
 - Differing site conditions
 - Deficient or conflicting contracts documents
 - A cardinal change that is outside the contract scope
 - Acceleration
 - Suspension or temporary delay
 - Termination
 - Directed change
 - Constructive change
 - Expressed or implied warranties
 - Delays outside the control of the contractor
 - Abnormal weather
 - Impossible performance (work cannot be done in accordance with the contract)
 - iii. Determination of the contractual rights and obligations of each party for each element of the claim.
 - iv. Determination of actual occurrences of job tasks related to the claim and modeling of these to establish time impacts.
 - v. Analysis of reasonableness and validity of claimed cost impacts
- c. The CM shall recommend to GSA whether entitlement is warranted and draft a recommendation to the claim. The recommendation should take into consideration whether the cost of defending the claim exceeds the amount claimed as well as any impacts the decision might have on the contractor's performance of the balance of the work.

If the CO determines that there is entitlement to recover damages, the CM is to prepare an estimate of the entitled damages and draft a finding of facts to support entitlement. If the CO determines that there is no entitlement to recover damages, the CM is to draft a finding to support denial of the claim.

The above claims services provided within the CM's period of performance for any given phase of the work shall be provided as part of Construction Phase Services.

3. The above claims services provided after the expiration of the CM's period of performance for this contract, or claims related work other than described above and leading directly to the presentation of claims before the GSBCA or Claims Court, such as preparing exhibits and briefs, interrogatories, depositions, analyzing testimony before the court, providing direct or written testimony to the court if outside the period of time described above, and other work of a similar nature will not be considered a part of this claims services, but shall be provided under Post Construction Claims Services.

SECTION VII: COMMISSIONING SERVICES

GSA is committed to commissioning this facility to ensure that all systems are well designed, complete and functioning properly upon occupancy, are economical to operate and maintain, and that GSA staff has adequate system documentation and training.

A. Objective:

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of GSA, occupants and operators. To reach this goal, it is necessary for the commissioning process to establish and document Owner's Project Requirements, which are criteria for system function, performance, and maintainability (design intent); and to also verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, complete Operation and Maintenance (O&M) manuals, as well as training on system operation, shall be provided to the building operators to ensure the building continues to operate as intended.

The CxA shall be involved throughout the project from design development through the warranty phase. The primary role of the CxA during the overall Design Stage is to review the design to ensure it meets GSA objectives and develop detailed commissioning specifications. During construction, the CxA coordinates the execution of a testing plan, which includes observing and documenting all systems' performance to ensure that the systems are functioning in accordance with the Owner's Project Requirements and the contract documents. The CxA is not responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem-solving or resolving nonconformance issues or deficiencies.

The CxA will provide commissioning services required by LEED (current version) for the Phase II D/B contract. The CxA will serve as an objective advocate of the owner, oversee and coordinate the commissioning process, and present final recommendations to the owner regarding the performance of the commissioned building systems. The CxA works in conjunction with the project design team through the design process, prepares a commissioning plan, and a Final Commissioning Record to meet the requirements of the LEED Energy & Atmosphere commissioning credits

B. Scope

The CxA shall be responsible for carrying out the following tasks. The CxA is free to suggest changes and improvements to the following task list, but for this proposal it is assumed that these tasks will be completed. For this proposal, total commissioning services to meet the LEED requirements for Design Stage, construction phase, and warranty phase services are requested. The criteria governing the work shall be LEED v.2009 (or current version), the GSA P-100, and the Federal Facilities Council requirements.

C. Design Stage

1. Assemble commissioning team, hold a scoping meeting and identify responsibilities.
2. Review the Preliminary Commissioning Plan developed by the GSA PM during the Planning Phase and fill in additional detail including team member responsibilities & directory, communication structure, specific systems & equipment to be commissioned and commissioning process schedule.
3. Schedule and lead commissioning meetings as needed with the Commissioning Team
4. Coordinate the commissioning work during design.
5. Review Owner's Project Requirements & Basis of Design documentation for clarity and completeness.
6. Perform focused reviews of the design, drawings and specifications at various stages of development (during design development and contract document phases), as described in Sections IV
7. Conduct/facilitate program review meetings at the beginning of each design phase, before any design work is done.
8. Assist and review the development and updating of the Owner's Project Requirements and Basis of Design by design team members after each design review submission.
9. Update the Commissioning Plan in preparation for Construction Stage.
10. Develop full commissioning specifications for all commissioned equipment.
Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. One or more of the following documents can be used as a guide for content, rigor and format: 1) *Model Commissioning Plan and Guide Specifications*, USDOE/FEMP; Portland Energy Conservation, Inc. (PECI), 2) *The HVAC Commissioning Process*, ASHRAE Guideline 1-1996. The PECI Document can be downloaded free at

- <http://www.peci.org> and a copy of the ASHRAE document can be obtained by contacting ASHRAE at 404-636-8400.
11. The commissioning specification will include general commissioning requirements common to all systems and assemblies and a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements, including formats; alerts to coordination issues, deficiency resolution; construction checklist and start-up requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
 12. The specifications will clearly indicate who is witnessing and documenting start-up of each commissioned system. The specifications will be clear as to who is writing, directing, conducting and documenting functional tests and regulatory-required tests. This may vary between systems, especially between electrical and mechanical. Provide language to enhance current project specifications to ensure comprehensive controls submittals, full control contractor accountability for documented point-to-point checkout and commissioning participation, comprehensive test, adjusting and balancing, full contractor documentation of start-up and superior training and O&M manual documentation.
 13. Review the project specifications and provide comments and additional language, as needed, to the contractor qualifications, submittal requirements, test, adjust and balance specifications, training requirements and operations and maintenance and system manual requirements.
 14. Coordinate a controls integration meeting where the electrical engineers, fire protection engineers, mechanical engineers, GSA representative, and the CxA discuss integration issues between equipment, systems and disciplines to ensure that integration issues and responsibilities are clearly described in the specifications.
 15. Participate in a value engineering / management workshop.
 16. Review and make recommendations from the value engineering / management workshop for commissioning and O&M issues.
 17. Review the recommendations from the constructability review for commissioning and O&M issues.
 18. Write step-by-step functional test procedures and documentation formats for all commissioned equipment and assemblies. Test procedures will include manual functional testing, energy management control system trending and may include stand-alone data-logger monitoring.
 19. The final acceptance tests of all fire protection and life safety systems shall be witnessed by the GSA Fire Protection Engineer or their designated representative. Plan to assist the GSA Fire Protection Engineer or their designated representative in those tests. Testing and commissioning for the fire protection and life safety systems shall be per the requirements of those sections of the specifications and the applicable governing codes and standards.

D. Construction Stage:

1. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
2. Coordinate the commissioning work with the design team and construction manager, to ensure that commissioning activities are being incorporated into the master schedule.
3. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
4. Coordinate functional testing for all commissioned systems and assemblies. Witness and document manual functional performance tests performed by the Construction Contractor for all commissioned systems and assemblies, except: a) some smaller equipment may be tested and documented by the Construction Contractor at the CxA's discretion, b) electrical equipment testing and regulated testing may be directed and documented by the Construction Contractor with only spot witnessing and report review by the CxA. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including start-up, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot-checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitoring data to verify performance. Coordinate retesting as necessary until satisfactory performance is achieved. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling seasons. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs, and readouts or standalone data loggers, to provide a high level of confidence in proper system function, as deemed appropriate by the CxA and GSA.
5. After manual testing and initial trouble shooting is complete, monitor system operation and performance for selected data points for up to two weeks by requesting trend logs from the Construction Contractor from the building automation system. For needed system points not able to be trended by the building automation system, furnish and install temporary portable data loggers that will monitor up to 20 points. Analyze monitored data to verify operation and performance and issue a written report. This time frame and monitoring points may be modified to accurately commission the building.
6. The final acceptance tests of all fire protection and life safety systems shall be witnessed by the GSA Fire Protection Engineer or their designated representative. Testing and commissioning for the fire protection and life safety systems shall be per the requirements of those sections of the specifications and the applicable governing codes and standards. No building or portion thereof shall be occupied until the GSA Fire Protection Engineer has issued a certificate of occupancy. Once the GSA Fire Protection Engineer has ensured that to the best of their knowledge all the fire

- protection and life safety systems have been completed, inspected, successfully tested and approved and all outstanding fire and life safety deficiencies have been corrected to afford
7. Reasonable degree of safety to the building occupants from fire and similar emergencies, a certificate of occupancy will be issued.
 8. Maintain a master issues log and a separate record of functional testing. Report all issues through the CM as they occur. Provide through the CM written progress reports and test results with recommended actions.
 9. Review equipment warranties to ensure that GSA responsibilities are clearly defined.
 10. Facilitate, oversee and review the training of GSA operating personnel. Oversee the videotaping of this training. Attend and participate in key training sessions.
 11. Review the preparation of the O&M manuals for commissioned equipment.
 12. Compile a Commissioning Record, which shall include:
 13. A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report shall contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - a) Equipment meeting the equipment specifications
 - b) Equipment installation
 - c) Functional performance and efficiency
 - d) Equipment documentation
 - e) Operator training.
 14. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each noncompliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
 15. Also included in the Commissioning Record shall be the commissioning plan, Owner's Project Requirements (from GSA PM), Basis of Design (from AE), commissioning specifications, design review, submittal review, issues log, construction checklists, CxA site visit and Commissioning Team meeting minutes, O&M review, training documentation, test procedures, warranty review and test data reports.
 16. A Re-commissioning Management Manual which provides guidance and establishes timelines for re-commissioning of building systems and components. The format of the Re-commissioning Management Manual will closely parallel the Commissioning Plan for the facility.
 17. Submit 3 bound text copies of the Commissioning Records with 3 CD copies including all information listed in 2 & 3 above.

E. Post Construction Stage:

1. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Final Commissioning Report and O&M manuals.
2. Return to the site at 10 months into the 12 month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

F. Systems & Assemblies to be Commissioned:

The following is a general list of systems and assemblies to be commissioned.

1. Central building automation system
2. All equipment of the heating, ventilating and air conditioning systems
3. Scheduled or occupancy sensor lighting controls
4. Daylight dimming controls and interior dimming system controls
5. Refrigeration systems
6. Emergency power generators and automatic transfer switching; paralleling equipment (if applicable)
7. Uninterruptible power supply systems
8. Fire Protection & Life safety systems (egress system, fire alarm system, fire detection systems, fire suppression systems, smoke management systems, smoke removal systems, emergency lighting systems, security/egress locking interface systems, elevator emergency recall operation, elevator emergency in-car operation)
9. Electrical (service switch gear, switchboards, distribution panel boards, transformers, motor control centers, power monitoring and metering, transient voltage surge suppressors, variable speed drives, grounding and ground fault systems, overcurrent protective devices, low voltage busway, thermographic survey, electronic calendaring or directory, white sound system).
10. Domestic and process water pumping and mixing systems
11. Equipment sound control systems and testing
12. Data and communication
13. Paging systems
14. Security system
15. Irrigation
16. Plumbing
17. Vertical transport

18. Building envelope including the different types of curtain wall assemblies (specify roofing, windows and doors, construction joints, etc.)
19. Process instrumentation and controls
20. Sustainability features (see LEED matrix list)
21. Lighting and Lighting Control Systems and Clock Systems

G. Desired Qualifications:

It is GSA's desire for the person(s) designated as the site CxA to satisfy as many of the following requirements as possible:

1. Acted as the principal CxA for at least three projects of comparable size, type and scope.
2. Extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems.
3. Extensive field experience is required. A minimum of five full years in this type of work is required.
4. Knowledgeable in building operation and maintenance and O&M training.
5. Technical training in fire protection engineering, and/ or past commissioning, field experience, and knowledge in national building & fire codes as well as egress systems, water-based fire extinguishing systems, fire detection systems, fire alarm systems, smoke management systems.
6. Knowledgeable in national building & fire codes as well as water-based fire extinguishing systems, detection systems and alarms systems.
7. Knowledgeable in test and balance of both air and water systems.
8. Knowledgeable in LEED and Sustainable design criteria.
9. Experienced in energy-efficient equipment design and control strategy optimization.
10. Specific experience with specialty systems relative to the particular facility type (i.e. Federal blast and progressive collapse requirements, security systems, etc.)
11. Demonstrated experience with total building commissioning approach including building envelope, data and communication systems and other specialty systems
12. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
13. Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.
14. Experienced in writing commissioning specifications.
15. A bachelor's degree in mechanical or electrical engineering is strongly preferred, and P.E. license is desired; however, other technical training, past commissioning, and field experience will be considered.
16. Membership with the Building Commissioning Association is desired.
17. Membership with the US Green Building Council is desired.
18. Leadership in Energy and Environmental Design (LEED) Accredited Professional is desired.

The required expertise for this project will be based on the skill and experience set of the full team making the proposal. A member of the prime firm will be the designated CxA who is the member of the team that will coordinate the commissioning activities from the technical perspective. This party may not necessarily be the team's overall project or contract manager. The CxA must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the CxA or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. Subcontractor qualifications shall be included and clearly designated in the response to this scope of work.

H. Change in Personnel:

If the commissioning firm's personnel or sub consultants change for this project, GSA must review and approve the replacement personnel, in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original personnel.

I. Proprietary Information:

In the event that performance of any work under this contract causes the CxA to gain access to proprietary and/or confidential information of other firms/contractors, the CxA is required to immediately execute Technology Exchange Agreements with those firms/contractors, in order to protect the information from unauthorized uses. The CxA is required to refrain from using any such information for any purposes other than for which it was furnished. The CxA must immediately provide the Contracting Officer with a copy of any such agreements with original dated signatures affixed.

J. Protection & Control of Government Documents:

The CxA is required to develop and utilize procedures for custody, use/handling, reproduction, storage, safeguarding, and disposition of all documents and information of this nature. These procedures must be designed and carried out so that there is no unauthorized disclosure of such documents and information throughout the contract performance.

K. Exhibit 1: CxA Focused Design Review Scope:

1. Review is to occur at the end of Concepts/beginning of Design Development and toward the end of Construction Documents phases.
2. Certification Facilitation. Review contract documents to facilitate project certification goals (i.e. does design meet Energy Star requirements; does Cx meet LEED criteria, etc.).
3. Commissioning Facilitation. Review contract documents to facilitate effective commissioning (sufficient accessibility, test ports, monitoring points, etc.).

4. Commissioning Specifications. Verify that bid documents adequately specify building commissioning, including testing requirements by equipment type.
5. Control System & Control Strategies. Review HVAC, lighting, fire control, emergency power, security control system, strategies and sequences of operation for adequacy and efficiency.
6. Electrical. Review the electrical concepts/systems for enhancements.
7. Energy Efficiency. Review for adequacy of the effectiveness of building layout and efficiency of system types and components for building shell, HVAC systems and lighting systems.
8. Envelope. Review envelope design and assemblies for thermal and water integrity, moisture vapor control and assembly life, including impacts of interior surface finishes and impacts and interactions with HVAC systems (blast, hurricane, water penetration)
9. Fire Protection & Life Safety*. Review contract documents to facilitate effective commissioning of fire protection & life safety systems and to aid Fire Protection Engineer in system testing to obtain the GSA Occupancy Permit.
10. GSA Design Guidelines & Standards. Verify that the design complies with GSA design guidelines and standards (i.e. GSA P-100, Land Port of Entry Design Guide and Federal Facility Council requirements).
11. Functionality. Ensure the design maximizes the functional needs of the occupants.
12. Indoor Environmental Quality (IEQ). Review to ensure that systems relating to thermal, visual acoustical, air quality comfort, air distribution maximize comfort and are in accordance with Owner's Project Requirements.
13. Mechanical. Review for owner requirements that provide flexible and efficient operation as required in the P-100, including off peak chiller heating/cooling AHU operations, and size and zoning of AHU's and thermostatic areas.
14. Operations and Maintenance (O&M). Review for effects of specified systems and layout toward facilitating O&M (equipment accessibility, system control, etc.).
15. O&M Documentation. Verify adequate building O&M documentation requirements.
16. Owner's Project Requirements. Verify that contract documents are in keeping with and will meet the Owner's Project Requirements.
17. Sustainability. Review to ensure that the building materials, landscaping, water and waste management create less of an impact on the environment, contribute to creating a healthful and productive workspace, and are in accordance with Owner's Requirement. See also P-100 LEED requirements.
18. Training. Verify adequate operator training requirements.

*In certain jurisdictions, State and local government officials may elect to perform code compliance construction inspections of the building systems. Therefore, it is recommended that the D/B Contractor, the CM and CxA to include provisions for each to handle the additional requirement of coordinating their work with State and local government officials. In addition, the CxA must coordinate all Fire Protection & Life Safety system commissioning with the GSA Fire Protection Engineer.

SECTION VIII. FEE AND PAYMENT SCHEDULE

A. Base Contract Services:

Phase II Design & Construction and Close-Out Phase Services including Commissioning: Upon completion of this portion of the project, the CM shall be paid the fixed fee sum of \$_____, which shall constitute full compensation for Government accepted and approved services provided in this project. This amount is to be disbursed monthly throughout the design phase, construction, and contract close-out phases based on the approved payment schedule.

In the case that construction is delayed or suspended unreasonably due to Government caused delay, the CO may consider temporary adjustment to the above payment method, provided the CM firm is unable to mitigate the effect of delay upon their project performance, or is required to continue full service in order to resolve the delay issues or otherwise protect the Government's interests.

B. Invoice Requirements, GSAM 552.232-72 (APR 1989)

1. Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract. The envelope containing the invoice shall be clearly marked "INVOICE ENCLOSED".
2. Invoices must include the Project Control Number (PCN) provided below or on the award document, Standard Form 252. PCN TO BE ASSIGNED AT THE TIME OF AWARD

NOTE: A copy of these invoices should also go to the GSA PM for review and payment approval, prior to submitting it to the GSA billing office specified in the contract.

SECTION IX: REFERENCES

A. GSA / TENANT AGENCY POLICY

The CM shall review and become familiar with the information in the following reference materials or appropriate portions thereof as they pertain to GSA policy, the reviews of which are included in this contract.

1. U.S. Customs and Border Protection – Land Port of Entry Design Standards, September 2014.
2. U.S. Land Port of Entry, Security and Information Technology Supplement Guide, August 31, 2007.

3. CBP Signage Design Standard, 2009
4. GSA, PBS P-100, Facility Standards for the Public Buildings Service, March 2014 v.1, with 2015 Amendments.
5. GSA, PBS P-120, Project Estimating Requirements for the Public Buildings Service.
6. Value Engineering Guide Vols. I and II, PBS PQ 250, December 1992, PBS PQ 251, May 1993
7. GSA, PBS Order 3490.1, Document Services for Sensitive but Unclassified Paper and Electronic Building Information
8. GSA, PBS PQ-260, Metric Design Guide
9. GSA, PBS P 7000 Assignment and Utilization of Space December 1976 Revised GSA Real Estate's guidelines
10. GSA, PBS P3410.1D, Instruction to Contract Architects-Engineers
11. GSA, PBS P8010.1, A/E, CM Value Management Services
12. GSA, PBS CAD Standards
13. GSA, PBS Pricing Desk Guide
14. GSA/PBS Business Assignment Guide
15. GSA/PBS LEED® Applications Guide
16. GSA/PBS Commissioning Guide
17. GSA/PBS BIM Guide Series 02 Spatial Program Validation
18. GSA/PBS, Accessibility Desk Guide, March 2003
19. Energy Prices and Discount Factors for Life-Cycle Cost Analysis
20. General Guide for Editing Specifications
21. Homeland Security Presidential Directive (HSPD)-12
22. Interagency Security Committee Standard, The Risk Management Process for Federal Facilities, August 2013
23. Interagency Security Committee, The Design-Basis Threat (U), 9th Edition, August 2014.
24. Standards of Seismic Safety for Existing Federally Owned and Leased Building ICSSC Recommended Practice 8 (RP 8), December 2011 under GSA policies.
25. Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities, April 23, 2012.
26. Federal Acquisition Regulations (FAR)
27. General Services Administration Acquisition Manual (GSAM)
28. NBS Handbook 135, Life Cycle Cost Manual/Supplement.

B. NATIONAL REGULATION (most recent edition in force)

1. American National Standard Institute / American Society of Mechanical Engineers (ANSI/ASME) publications
2. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) 90.1: Energy Standard for Buildings except Low-Rise Residential Buildings
3. Architectural Barriers Act Accessibility Standards (ABAAS) latest revision of the overall standard for accessibility design

4. Environmental Protection Agency (EPA) Regulations
5. Energy Independence and Security Act (EISA) 2007
6. Energy Policy Act (EPACT) 2005
7. Executive Order 13423: Strengthening Federal Environmental, Energy, and Transportation Management
8. International Building Code (IBC), Use most current version at time of award.
9. International Mechanical and Plumbing Codes (IMC and IPC) Most recent version at time of award.
10. National Electrical Code (NEC) Use most recent version at time of award
11. National Environmental Policy Act (NEPA) Regulations
12. National Fire Protection Association (NFPA) Handbooks
13. National Plumbing Code, Use most current version at time of award
14. Occupational Safety and Health Administration (OSHA) Regulations for Construction
15. Standard Specifications for Public Works Construction “Greenbook”
16. U.S. Building Green Council for Leadership in Energy and Environmental Design (LEED) Certification.
17. U.S. Secretary of the Interior’s Standards for the Treatment of Historic Properties (“Secretary’s Standards”)

C. STATE REGULATIONS

1. Standard Plans for Public Works Construction by APWA (American Public Works Association)
2. Caltrans regulations and design guidelines are the responsibility of the A/E firm to implement if applicable.
3. California Historical Building Code, California Code of Regulations (“C.C.R.”) Title 24, Part 8 (“CHBC”).
4. USIBWC and Mexico Counterpart (SILA) Reviews and Requirements
5. Other applicable state regulations are the responsibility of the A/E firm to implement if applicable.

The above is standard listing of Handbooks and Publications. Utilize only those sections applicable to design completion and successful construction. When conflicts occur, the more stringent requirements are to take precedent.

**Contract Clauses Incorporated by Reference**

1. FAR 52.203-3 Gratuities
2. FAR 52.203-5 Covenant Against Contingent Fees
3. FAR 52.203-7 Anti-Kickback Procedures
4. FAR 52.203-8 Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity
5. FAR 52.203-10 Price Or Fee A Adjustment For Illegal Or Improper Activity
6. FAR 52.203-12 Limitation On Payment To Influence Certain Federal Transactions
7. FAR 52.204-4 Printing/Copying Double Sided On Recycled Paper
8. FAR 52.204-9 Personal Identity Verification Of Contractor Personnel
9. FAR 52.209-6 Protecting The Government's Interest When Subcontracting With Contractor's Debarred, Suspended, Or Proposed For Debarment
10. FAR 52.215-8 Order Of Precedence-Uniform Contract Format
11. FAR 52.215-10 Price Reduction For Defective Cost Or Pricing Data
12. FAR 52.215-11 Price Reduction For Defective Cost Or Pricing Data - Modifications
13. FAR 52.215-12 Subcontractor Cost Or Pricing Data
14. FAR 52.215-13 Subcontractor Cost Or Pricing Data-Modifications
15. FAR 52.215-15 Pension Adjustment And Asset Reversions
16. FAR 52.215-18 Reversion Or Adjustment Of Plans For Post Retirement Benefits Other Than Pension (PRB)
17. FAR 52.219-8 Utilization Of Small Business Concerns
18. FAR 52.219-16 Liquidated Damages – Subcontracting Plan
19. FAR 52.222-3 Convict Labor
20. FAR 52.222-37 Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era
21. FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction



Contracts.

22. FAR 52.223-5 Pollution Prevention And Right-To-Know Information
23. 52.223-15 Energy Efficiency in Energy-Consuming Products
24. 52.223-16 Acquisition of EPEAT-Registered Personal Computer Products.
25. 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.
26. FAR 52.225-13 Restrictions On Certain Foreign Purchases
27. FAR 52.223-14 Toxic Chemical Release Reporting
28. FAR 52.226-1 Utilization Of Indian Organizations And Indian-Owned Economic Enterprises
29. FAR 52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement
30. FAR 52.227-9 Refund Of Royalties
31. FAR 52.228-5 Insurance – Work On Government Installation
32. FAR 52.229-3 Federal, State, And Local Taxes
33. FAR 52.229-6 Taxes-Foreign Fixed-Price Contracts
34. FAR 52.230-2 Cost Accounting Standards
35. FAR 52.230-3 Disclosure And Consistency Of Cost Accounting Practices
36. FAR 52.230-6 Administration Of Cost Accounting Standards
37. FAR 52.232-17 Interest
38. FAR 52.232-23 Assignment Of Claims
39. FAR 52.233-3 Protest After Award
40. FAR 52.242-13 Bankruptcy
41. FAR 52.252-2 Clauses Incorporated By Reference
42. FAR 52.252-4 Alterations In Contract
43. FAR 52.253-1 Computer Generated Forms



- 44. GSAR 552.243-70 Pricing Of Adjustments
- 45. GSAR 552.243-71 Equitable Adjustments
- 46. GSAR 552.252-6 Authorized Deviations Or Variations In Clauses

Contract Clauses Using Alternatives

- 1. FAR 52.202-1 Definitions
- 2. FAR 52.219-9 Small Business Subcontracting Plan
- 3. FAR 52.227-1 Authorization And Consent
- 4. FAR 52.233-1 Disputes

Contract Clauses Requiring Insertions

- 1. FAR 52.215-21 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data –Modifications
- 2. FAR 52.222-26 Equal Opportunity
- 3. FAR 52.222-35 Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era,\ And Other Eligible Veterans
- 4. FAR 52.222-36 Affirmative Action For Workers With Disabilities
- 5. FAR 52.232-34 Payment By Electronic Funds Transfer – Other Than Central Contractor Registration

Other Clauses Incorporated in Full Text

- 1. FAR 52.216-1 Type of Contract

The Government contemplates award of a Task Order under the GSA Schedules Program 871-7 Construction Management & Engineering Consulting Services Related to Real Property for Construction Management Services resulting from this solicitation.

Representations, Certifications, and Other Statements of Offerors



1. FAR 52.203-11 Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions
2. FAR 52.222-21 Prohibition Of Segregated Facilities
3. FAR 52.227-6 Royalty Information

Instructions to Offerors

1. FAR 52.204-6 Data Universal Numbering System (DUNS) Number
2. FAR 52.215-1 Instructions To Offerors Competitive Acquisition
3. FAR 52.232-18 Availability of Funds
4. FAR 52.233-2 Service of Protest
5. FAR 52.252-1 Solicitation Provisions Incorporated By Reference
6. FAR 52.252-3 Alterations In Solicitation
7. FAR 52.252-5 Authorized Deviations In Provisions
8. GSAR 552.219-71 Notice To Offerors of Subcontracting Plan Requirements
9. GSAR 552.219-72 Preparations, Submission, And Negotiation of Subcontracting Plans
10. GSAR 552.219-73 Goals For Subcontracting Plan
11. GSAR 552.233-70 Protests Filed Directly With The General Services Administration

Contract Clauses

1. FAR 52.217-5 Evaluation of Options



July 27, 2015

Memorandum For: Jill Manzi
Project Manager

Damon Yee
Project Manager

From: Christopher Lee
Contracting Officer
(b)(6)

Ref: Delegation of Authority - Contracting Officer's Representative (COR)
Contract No.: GS-23F-0168K/ GS-P-09-15-KT-7007
Project and Location: Construction Management (CM) Services for the Phase 2 of the
Expansion & Reconfiguration Project at the San Ysidro Land Port
of Entry, San Diego, CA

You are hereby appointed Contracting Officer's Representative (COR) for the subject contract. Your delegated responsibilities are as follows:

1. Act as the principal contact and overall coordinator of the subject contract. Coordinate work with other GSA Divisions, Field Managers, Contractors, and tenants.
2. Coordinate and schedule the Pre-Construction Conference. Take notes and issue written minutes of the Pre-Construction Conference and distribute to all participants.
3. Monitor the contractor's performance and workmanship. Take appropriate action, within the terms and conditions of the contract, when either is unsatisfactory or when excellence warrants recognition. Assess the need for and prepare cure letters and/or show cause notices for the Contracting Officer's (CO) action. Advise the CO of progress of the contract, including notice of potential problems and/or disputes.
4. Manage any testing contracts and/or CM contracts, which run concurrently with the construction contract. Insure the responsible contractor fulfills contract requirements, listing any deficiencies and insuring their correction. Make periodic payment recommendations. Coordinate any necessary contractual actions with the CO.
5. Approve or reject progress schedules, schedules of estimates, material submittals, shop drawings, operating and maintenance manuals, and/or any other technical submittals required by the contract.
6. Conduct progress inspections, prepare inspection reports, fill out payment forms, and forward to the CO for processing. This shall include establishing the extent of work completed, determining



the amount of installed and non-installed materials at the job site, keeping track of contract changes, recording payments made, and determining retainage.

7. Monitor contract labor compliance by performing on-site interviews of employees, check posting of wage rates and non-discrimination notices, check payrolls for Davis-Bacon Act compliance, and insure that labor standards interviews are performed and properly documented. Refer to the CO any discrepancies with regard to contractor compliance with labor standards provisions of the contract.
8. Issue verbal emergency Suspension of Work orders when safety and/or health regulations are violated. Confirm the action in writing for the CO's signature. Prepare non-emergency stop-work orders for CO's signature.
9. Coordinate the processing of Value Engineering Change Proposals and prepare all related correspondence, including letters to the Contractor, findings, justification, and scope of work for the contract modifications.
10. Prepare general correspondence pertaining to the contract, such as letters to the contractor, field office, other divisions, and other Government agencies for the appropriate signature.
11. Obtain funding and prepare procurement requests for Government furnished items required by the Construction contract. Insure receipt by the Construction Contractor in a timely manner as set forth by the contract terms.
12. Prepare contract modification requests and forward the following to the CO for action: GSA Form 49; scope of work, including drawings; independent government estimate; funds validation; and RFP letter for the CO's signature.
13. Recommend use of directed change orders by submitting written justification to the CO along with the modification package. Monitor the work progress and insure the work does not proceed beyond the point authorized and the modification is definitized in a timely manner.
14. Analyze requests for equitable adjustment from the contractor, including time extensions. Submit recommendations for action with justification to the CO.
15. Prepare technical findings of fact to assist the CO in the resolution of claims and appeals. Assist as a member of the negotiation team for claim resolution. Serve as an expert witness, as necessary.
16. Establish the substantial completion date and issue the substantial completion letter to the contractor.
17. Conduct final inspection and testing. Prepare a list of defects and omissions and insure correction by the contractor. Prepare certificate of contract completion and recommend final payment.
18. Resolve any problems concerning warranties. Prepare required correspondence for appropriate signature.



19. Prepare Performance Evaluations on contractor performance upon completion of the job.

The foregoing responsibilities and duties may be re-delegated, as required, upon approval by the CO. If redelegated, the COR shall retain responsibility for the successful accomplishment of these duties.

In order to successfully perform the duties assigned, the COR shall:

1. Be familiar with the terms and conditions of the contract.
2. Promptly respond to any inquiries, problems, etc.
3. Contact the CO for guidance whenever direction is unclear.
4. Maintain and organize up-to-date documentation for a complete file of contract actions and proceedings.
5. Make no representation to the contractor or any authority beyond that specifically assigned.

The following authorities are NOT DELEGATED and are reserved by the Contracting Officer:

1. Authority to change the terms and conditions of the contract, in writing or verbally.
2. Authority to approve payments and/or obligate expenditure of funds
3. Authority to approve modifications to the contract including, but not limited to, price or time.
4. Authority to render final decisions, with respect to Disputes or otherwise.
5. Authority to take any other action not specifically delegated herein.